

ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR

This Acknowledgment of Independent Contractor (the "Agreement") is made and effective this [DATE],

BETWEEN: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CONTRACTOR NAME] (the "Contractor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained the Contractor, hereby acknowledges that it has been retained by the Company, for purposes of:

[DESCRIBE]

In consideration of the foregoing, the Company agrees to pay the undersigned payment as follows:

[DESCRIBE AMOUNT AND METHOD OF PAYMENT]

1. TERMS

- a. The undersigned shall be deemed an independent contractor and is not an employee, partner, agent, or engaged in a joint venture with Company.
- b. Consistent with the foregoing, the Company shall not deduct withholding taxes, FICA or any other taxes required to be deducted by an employer as I acknowledge my responsibility to pay same as an independent contractor.
- c. I further acknowledge that I shall not be entitled to any fringe benefits, pension, retirement, profit sharing or any other benefits accruing to employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COMPANY

CONTRACTOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

CHECKLIST

FOR OUTSOURCING AGREEMENTS

This checklist will help you ensure that you included all relevant clauses in an outsourcing agreement. Please ask your lawyer to review any agreement or contract before signing it.

Definition of the relationship, goals and objectives of both parties

- Exclusive of other vendors
- Protect market position of customer

Scope of services to be provided

- Define services and deliverables to be provided to customer by vendor
- Define services excluded
- Define service levels (i.e., performance standards) and remedies
- Provide for modification of service levels from initial levels upon execution after conversion to vendor operations
- Provide for milestones and project schedules (time phased, person loaded)
- Scope of vendor's authority

Term of agreement

- Renewal periods
- Automatic renewal

Personnel

- Staffing requirements
 - On customer site/off customer site
 - Vendor right to change personnel
 - Customer right to approve personnel
- Specific obligations of vendor regarding vendor personnel
 - Confidentiality
 - Non-compete
 - Guaranteed service period for certain personnel
 - Succession planning
 - Mix of staff levels
- Vendor to offer employment to customer's work force
 - Define employees to be transitioned
 - Parameters for offers of employment
- Employee transition plan

Use of customer facilities

- Vendor to provide services from customer premises until specified date for conversion to other facilities
- List of equipment and services at facilities available for vendor use
- List of facilities square footage and rate to be paid, if any for use by vendor
- Vendor access to customer facilities
- 24 hour/normal vendor working hours
- Security issues
- Relocation of vendor

Customer owned equipment

- Purchase of equipment owned by customer used to perform the services
- List of equipment/depreciated value
- Disposition of equipment subject to capital leases
- Obligation of customer to provide or acquire certain equipment

Customer leased equipment

- Vendor permitted to use equipment leased by customer to perform the services
- Customer to terminate or assign leases for the leased equipment
- Customer to exercise option to purchase equipment under terminated lease and sell to vendor at cost

Data Processing services

- For customer owned intellectual property
 - Customer grants vendor license to use customer owned intellectual property for term of the agreement or until conversion of services using other intellectual property, if contemplated by parties
 - Assignment to vendor of licenses for non-customer owned intellectual property to be used to provide services
 - Termination of licenses for intellectual property not required by vendor to perform services
 - Obligation for integration, new products
 - Cost of correction of processing errors

Vendor intellectual property

- License to use/included as part of services
- License with respect to termination
 - Bankruptcy issues
 - Substantive license issues (scope of use, updates, warranties, etc.)

Third party services

- Customer to assign agreements for third party services to vendor
- Vendor responsible for cost of third party services
- Vendor to have the right to replace third party services with its own services or services of a third party of its choice

Management of projects and other services

- Appointment of project managers by vendor and customer to be principal liaisons between parties
- Respective roles of parties (e.g., establishing priorities)
- Management planning
- Acceptance testing of vendor deliverables

Customer responsibilities

- Establish priorities
- Delivery of data
- Training
- Forms/documents/supplies/consumables

Confidentiality obligations

- Customer business information/data
- Vendor business information
- Intellectual property of either party or its licensor

Customer data

- Security
- Right of customer to obtain data at any time
- Back-up procedures

Procedures to change scope of services

- Customer right to change priority or scope of vendor's services/effect on rights and obligations of both parties
- Procedures for requesting changes to vendor's services
- Different performance standards for changes

Conversion services

- Development of a plan to convert from customer's procedures to vendor's procedures to provide services
- Rights and obligations related to performance standards
- Software or processing modifications
 - Scope
 - Approval by customer
 - Vendor obligations for updates, legal and regulatory changes

Training

- Training for customer personnel
 - Full training/"train the trainer"
 - Daily/hourly

Fee structure

- Fixed time/time based fee/volume based fee
- Basis of calculation
- Credits/reimbursements to customer
- Expenses
- Cost of living adjustment
- Fee schedule based on milestones
- Late fees/payment and billing/disputed amounts

Liability issues

- Limitation of liability
- Warranties regarding services/products/personnel
- Disclaimer of warranties
- Indemnities

Termination

- Specific rights
- Right to extend for limited time upon termination
- Termination assistance
- Transitional rights and obligations
 - Offers to personnel
 - Acquisition of equipment/software

Sharing of computer resources

- Use of resources other than customer purposes
- Use by customer (if less than a full outsourcing)

Dispute resolution

Assignment

Insurance requirements

Independent contractor status

Restriction on hiring of other party's personnel

Taxes

Disaster Recovery/Force Majeure

Audit issues

Most Favored Customer

BUSINESS CONSULTANT AGREEMENT

This Business Consultant Agreement ("Agreement") is made and effective this [DATE],

BETWEEN: [CONSULTANT NAME] (the "Consultant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. CONSULTATION SERVICES

The company hereby employs the consultant to perform the following services in accordance with the terms and conditions set forth in this agreement: The consultant will consult with the officers and employees of the company concerning matters relating to the management and organization of the company, their financial

policies, the terms and conditions of employment, and generally any matter arising out of the business affairs of the company.

2. TERMS OF AGREEMENT

This agreement will begin [DATE] and will end [DATE]. Either party may cancel this agreement on [NUMBER] days notice to the other party in writing, by certified mail or personal delivery.

3. TIME DEVOTED BY CONSULTANT

It is anticipated the consultant will spend approximately [HOURS] in fulfilling its obligations under this contract. The particular amount of time may vary from day to day or week to week. However, the consultant shall devote a minimum of [HOURS] per month to its duties in accordance with this agreement.

4. PLACE WHERE SERVICES WILL BE RENDERED

The consultant will perform most services in accordance with this contract at a location of consultant's discretion. In addition, the consultant will perform services on the telephone and at such other places as necessary to perform these services in accordance with this agreement.

PAYMENT TO CONSULTANT

The consultant will be paid at the rate of [RATE PER HOUR] for work performed in accordance with this agreement. However, the consultant will be paid at least [AMOUNT] per month regardless of the amount of time spent in accordance with this agreement. The consultant will submit an itemized statement setting forth the time spent and services rendered, and the company will pay the consultant the amounts due as indicated by statements submitted by the consultant within [NUMBER] days of receipt.

5. INDEPENDENT CONTRACTOR

Both the company and the consultant agree that the consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

6. CONFIDENTIAL INFORMATION

The consultant agrees that any information received by the consultant during any furtherance of the consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the company will be treated by the consultant in full confidence and will not be revealed to any other persons, firms or organizations.

7. EMPLOYMENT OF OTHERS

The company may from time to time request that the consultant arrange for the services of others. All costs to the consultant for those services will be paid by the company but in no event shall the consultant employ others without the prior authorization of the company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY

CONSULTANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement Between Owner and Contractor (the "Agreement") effective [DATE],

BETWEEN: [OWNER NAME] (the "Owner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CONTRACTOR NAME] (the "Contractor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS, Owner finds that the Contractor is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Owner's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. MATERIAL AND LABOR PROVIDED

The Contractor agrees to provide all of the material and labor required to perform the following work for:

[DESCRIBE WORK TO BE PERFORMED]

as shown by the drawing(s) and described in the specifications prepared by [NAME] and provided by the Owner, which are identified by the signatures of the parties to this agreement and which form a part of this agreement.

The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality.

In the prosecution of the work, the Contractor shall employ a sufficient number of workers skilled in their trades to suitably perform the work.

2. PAYMENT

The Owner hereby agrees to pay the Contractor, for the aforesaid materials and labor, the sum of [AMOUNT], in the following manner:

[DESCRIBE METHOD AND TIMING OF PAYMENT]

3. COMPLETION OF THE WORK

The Contractor agrees that the various portions of the above-described work shall be completed on or before the following dates:

[INSERT DATES]

and the entire above-described work shall be completed no later than the [DATE].

4. MODIFICATIONS TO THE WORK

All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

5. ACCESS

The Owner, Owner's representative and public authorities shall at all times have access to the work.

6. CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

The Contractor agrees to re-execute any work which does not conform to the drawings and specifications, warrants the work performed, and agrees to remedy any defects resulting, from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.

7. INSURANCE COVERAGE

The Owner agrees to maintain full insurance on the above-described work during the progress of the work, in his own name and that of the Contractor.

The Contractor agrees to obtain insurance to protect himself against claims for property damage, bodily injury or death due to his performance of this agreement.

8. DELAYS

In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.

9. INDEMNIFICATION

In the event the work is delayed due to neglect of the Contractor, the Contractor agrees to pay the Owner the sum of [AMOUNT] per [DAY/WEEK/MONTH] as liquidated damages until such time as the work is completed.

10. NO ASSIGNMENT

Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

11. GOVERNING LAW

This agreement shall be interpreted under laws of the State of [STATE/PROVINCE].

12. ATTORNEY'S FEES

Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER

CONTRACTOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

CHECKLIST

TEMPORARY HELP AGENCY SCREENING

Before you call the temporary help agency, ask yourself what you need

- Do you need a last-minute fill-in for an absent employee?
- How long will you need the temporary? If the need is long term, estimate the length of time.
- What hours will the temporary need to work?
- What particular skills will your temporary worker need to have? Consider:
 - Specific computer and software skills
 - Public contact skills (in person or on the phone)

Once you know what you need, pick a few agencies from the phone book and assess their:

- Responsiveness and professionalism
 - How many times did the phone ring before it was answered?
 - Was the person courteous and helpful?
 - Did the person ask meaningful questions, give you clear answers to your questions, and make sure you were fully informed?

- Ability to meet your needs
 - Does the firm specialize in placing the kinds of workers you need?
 - Does the firm have workers in your geographic location?
 - What customer service and satisfaction features does the firm have?
 - Are the agency's rates competitive for the kind of worker you need?

After you've called a few agencies and have narrowed your selection to a few possibilities, make an appointment to visit those agencies to discuss more specifically what you need. When you visit, be sure to cover the following points:

- How are temporary workers tested and screened?
- What benefits are offered to workers (better benefits attract better workers)?
- Pricing information:
 - What are the billing rates?
 - How are workers categorized into skill levels and corresponding pay rates?
- Payment information
 - What methods of payment are acceptable?
 - When is payment due for the services provided?
 - If you want to permanently hire the temp worker, how much you will have to pay the temporary agency?
 - Does the agency carry workers' comp, liability insurance, and errors and omission insurance?
 - Are employees and workers bonded?

After you have collected this information, you should be able to make a more informed decision about which agency will be able to help you. In making your decision, be sure to:

- Check the agency's references
- Contact the Better Business Bureau and Chamber of Commerce for information on the agencies
- Check with other business owners and colleagues

EMPLOYMENT AGENCY AGREEMENT

This Employment Agency Agreement (the "Agreement") is made and effective this [DATE],

BETWEEN: **[AGENCY NAME]** (the "Agency"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: **[COMPANY NAME]** (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

1. RECITALS

- a. Company wishes to contract with Agency for the services of Agency in providing professional or skilled labor in the general fields of (the "Services").
- b. Agency is ready, willing, and able to provide such services as may be required by Company.

2. SERVICES

- a. Agency understands and agrees that services to be provided Company under and pursuant to this agreement shall be so provided on a day-to-day, as-needed, basis and that Company in its sole discretion shall determine its need, if any, for services or the continuation of services as may be provided by Agency under and pursuant to this agreement.
- b. Agency agrees to provide services upon the written request of Company and further agrees that the cost of such services shall not exceed the limitation of cost set forth by Company's request.
- c. When requesting services, Company shall specify the labor classification(s) required; the applicable hourly or daily price for each specified labor classification; the maximum allowable cost for each labor classification; and the duration of services applicable to the request, including beginning date(s) and, when applicable, ending date(s).
- d. Labor classifications applicable to services to be provided under and pursuant to this agreement shall be limited to those classifications set forth by Exhibit A, which Exhibit may be revised from time to time by mutual agreement between the parties and which Exhibit is attached to this agreement and, by this reference, made a part of this agreement.
- e. Company shall have sole discretion to establish the minimum qualifications necessary for the performance of any service to be rendered under and pursuant to this agreement. Further, if at any time and at its sole discretion, Company determines that the services performed under and pursuant to this agreement by any of the persons provided by Agency are not satisfactory, Company will so notify Agency in writing and Agency shall immediately withdraw such individual and, at Company's option, furnish an individual who meets the qualifications required.

3. COMPENSATION

For services provided under and pursuant to this agreement and the written requests of Company, Agency shall be compensated as provided below:

- a. For labor expended by Agency in providing services under and pursuant to this agreement, Agency shall be paid an amount equal to the applicable hourly or daily rate multiplied by the total number of hours or days actually worked by persons provided by Agency. The hourly or daily rate shall not exceed those rates set forth by Exhibit A applicable to the labor classification(s) set forth by Company's written requests.
- b. Actual expenses of persons provided by Agency incurred in the providing of services and directly related to such services, shall be reimbursed by Company to Agency at actual cost when supported by appropriate receipts.

4. PAYMENT

Payment for services provided Company under and pursuant to this agreement shall be net [NUMBER] days from the date of receipt by Company of Agency's invoice. Agency's invoice shall set forth, as a minimum, details of labor expended and expenses actually incurred as provided below:

- a. Agency's invoice shall set forth the date or dates that persons provided by Agency actually worked in providing services under and pursuant to this agreement. Beginning and ending dates shall be shown whenever services are provided uninterrupted over a period of time and individual dates shall be shown whenever services have been provided on a day-to-day basis. Agency's invoice shall clearly show the labor classification, name(s) of Agency-provided worker(s), applicable labor rate(s), and the total [AMOUNT] claimed for the period. Whenever Agency provides services for an extended period of time, Agency shall submit its invoices for labor expended no less often than [ONCE EACH CALENDAR MONTH OR AS THE CASE MAY BE].
- b. The expenses incurred by Agency-provided workers directly related to the providing of services under and pursuant to this agreement shall be reimbursed by Company to Agency. Such expenses shall be supported by appropriate receipts and such other supporting details as may be required by Company. Payment therefore shall be net [NUMBER] days from the date of receipt of invoice.

5. AGENCY-PROVIDED WORKERS

Agency-provided workers who perform services for Company under and pursuant to this agreement shall be bound by the provisions of this agreement and Agency shall, at the request of Company, furnish to Company satisfactory evidence to that effect.

6. CONFIDENTIALITY

- a. Agency agrees that all knowledge and information that Agency may receive from Company or employees or consultants of Company, or by virtue of the performance of services under and pursuant to this agreement, relating to inventions, products, processes, machinery, apparatus, prices, discounts, costs, business affairs, future plans, or technical data that belong to Company or to those with whom Company has contracted regarding such information, and;
- b. All information provided by Agency to Company in reports of work done, together with any other information acquired or gained by Agency or by Agency-supplied workers, shall for all time and for all purposes be regarded by Agency as strictly confidential and held by Agency in confidence, and solely for Company's benefit and use, and shall not be used by Agency or directly or indirectly disclosed by Agency to any person whatsoever excepting to Company or with Company's written permission.
- c. Upon the request of Company, Agency shall require that Agency-supplied workers assigned to provide services under and pursuant to this agreement execute a supplementary agreement of confidentiality and assignment of inventions as set forth by Exhibit A attached to this agreement, which Exhibit, by this reference, is incorporated into and made a part of this agreement.

7. INVENTIONS AND COPYRIGHTABLE WORKS

- a. Agency further agrees that on behalf of Agency, Agency's employees and representatives, and Agency-supplied workers, Agency will promptly communicate and disclose to Company or to its nominee, all computer programs, documentation, software, and other copyrightable works (the "copyrightable works"), discoveries, improvements, and inventions (the "inventions") conceived, reduced to practice, or made by Agency or by Agency-supplied workers, whether solely or jointly with others, during the term of this agreement (1) along the lines of Company's products or applicable to or useful with the products, or (2) relating to Company's manufacturing or other processes or procedures or to machinery or apparatus useful in connection with such processes or procedures, or (3) relating to Company's investigations or to the nature of its business at the time of the invention, or (4) resulting from or related to any work Agency or Agency-supplied workers may do on behalf of Company or at its request. All such inventions and copyrightable works that Agency is obligated to disclose, whether patented or not, shall be and remain entirely the property of Company or its nominees, successors or assigns. It is agreed that this is a work-made-for-hire agreement and that all such copyrightable works are works made for hire that shall be the exclusive property of Company. Further, Agency agrees to assign and assigns to Company any rights it may have in such copyrightable works.

- b. Agency and Agency-supplied workers will assist Company and its nominees, successors, or assigns, upon request, during and following the term of this agreement, at the expense of Company, to obtain and maintain for its own benefit, patents for such inventions in any and all countries. Such assistance shall include, but not be limited to, the execution and delivery of specific assignments of any such invention and all domestic and foreign patent rights in the invention, and all other papers and documents that relate to securing and maintaining such patent rights, and the performance of all other lawful acts, as may be deemed necessary or advisable by Company or its nominees, successors, or assigns.

8. AGENCY REPRESENTATION

Agency represents and warrants that Agency and its Agency-supplied workers have the right to perform the services required under and pursuant to this agreement without violation of obligations to others, and that Agency and its Agency-supplied workers have the right to disclose to Company all information transmitted to Company in the performance of services under and pursuant to this agreement, and Agency agrees that any information submitted to Company, whether patentable or not, may be used fully and freely by Company.

9. DURATION AND TERMINATION

- a. This agreement shall become effective as of the date stated above and shall continue for a period of [SPECIFY] thereafter. In addition, this agreement may be terminated pursuant to the following:
 - i. Immediately upon death or incapacity of any person employed or supplied by Agency who, in the sole opinion of Company, was essential for the successful performance of Agency's obligation under and pursuant to this agreement; or
 - ii. By either party, with or without cause at any time, upon [NUMBER] days' prior written notice; or
 - iii. By Company, at any time, upon [NUMBER] days' prior written notice, if Agency assigns this agreement, or any right or obligation under this agreement, without Company's prior written consent; or if there is a change in the control or management of Agency that is unacceptable to Company; or if Agency ceases to function as a going concern, or to conduct its operations in the normal course of business.
- b. The obligations of Agency under Sections Five and Six above shall survive any expiration or termination of this agreement.
- c. Upon termination of this agreement, Agency will return to Company all written information, drawings, models, and other materials or files supplied to Agency or created by Agency at the expense of Company.

10. INDEMNIFICATION

Agency agrees to indemnify and hold Company, its officers, agents, and employees harmless from and against any and all liabilities, damages, losses, actions, or causes of action, costs, and expenses (including attorney's fees), whether relating to property of Company or of any third party, or to personal injury or death, arising out of or in any way contributed to by the acts or failure to act of the Agency, its agents, employees, officers, or Agency-supplied workers.

11. INDEPENDENT CONTRACTOR

The status of Agency is that of an independent contractor and not of an agent or employee of Company and, as such, Agency shall not have the right or power to enter into any contracts, agreements, or any other commitments on behalf of Company.

12. INSURANCE

Agency shall maintain in full force and effect, and upon the request of Company, shall furnish evidence satisfactory to Company that Agency maintains the following insurance coverages:

- a. Comprehensive general liability insurance in the minimum amount of [AMOUNT] combined single limit that will cover any and all losses to Company property, property of third parties, or personal injuries caused by the acts or omissions of Agency.
- b. For any vehicle used by Agency or Agency-supplied workers in providing services under and pursuant to this agreement, vehicle liability insurance in the minimum amount of [AMOUNT] combined single limit.
- c. Agency will carry Workers' Compensation and Employer's Liability Insurance in accordance with applicable law.

13. ASSIGNMENT

The rights and obligations of Agency under this agreement are personal to Agency and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of Company.

14. ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

15. NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

16. GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of [STATE/PROVINCE].

17. PARAGRAPH HEADINGS

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

18. MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

19. NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY

AGENCY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

OBJECT: REQUEST FOR CONTRACTOR REFERENCES

Dear [CONTACT NAME],

In order to help us assess your firm's ability to meet our requirements, we are asking that you provide us with a list of firms where you have completed installation.

In addition to the name of the user company, would you please identify the plant and location where the product is in service and the quantity of products furnished. If there is someone in particular we should contact, that information would be helpful.

Thank you for your cooperation in this matter.

Sincerely,

AGREEMENT FOR WORK CHANGE

This Agreement for Work Change (the "Agreement") is made and effective this [DATE],

BETWEEN: [HIRER NAME] (the "Hirer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CONTRACTOR NAME] (the "Contractor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree to modify contract signed on [DATE] as follows:

1. TERMS

The Hirer authorizes and the Contractor agrees to make the following work changes to the above dated contract:

[DETAIL WORK CHANGES]

There is no additional charge for the above changes.

OR

The agreed additional charge for the above changes is [AMOUNT].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

HIRER

CONTRACTOR

Authorized Signature

Authorized Signature

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective the [Date]

BETWEEN: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SIGNATOR NAME] (the "Signator"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

1. LENGTH OF AGREEMENT

This Agreement begins retroactively to the beginning of Signator's relationship with Company and remains in effect at all times during any consulting, partnering, or other business relationship between the parties and for the periods of time specified thereafter as set forth below. This Agreement does not create any form of continued business relationship other than as set forth in a separate written agreement signed and dated by all parties.

2. REPRESENTATION AND WARRANTIES

Signator represents and warrants that their relationship with Company will not cause or require it to breach any obligation to, agreement, or confidence related to confidential, trade secret and proprietary information with any other person, company or entity. Further, Signator acknowledges that a condition of this relationship is that it has not brought and will not bring or use in the performance of its duties at Company any proprietary or confidential information, whether or not in writing, of a former employer without that employer's written authorization. Breach of this condition results in automatic termination of the relationship as of the time of breach. Except as may be noted on the back of the signature page hereof, there are no inventions of Signator heretofore made or conceived by Signator that Signator deems to be excluded from the scope of this Agreement, and Signator hereby releases Company from any and all claims by the Signator by reason of any use by Company of any invention heretofore made or conceived by Signator.

3. CONFIDENTIALITY

- a. Signator hereby acknowledges that Company has made, or may make, available to Signator certain customer lists, pricing data, supply sources, techniques, computerized data, maps, methods, product design information, market information, technical information, benchmarks, performance standards and other confidential and/or Proprietary Information of, or licensed to, the Company or its clients/customers ("Customers"), including without limitation, trade secrets, inventions, patents, and copyrighted materials (collectively, the "Confidential Material").
- b. Signator acknowledges that this information has independent economic value, actual or potential, that is not generally known to the public or to others who could obtain economic value from their disclosure or use, and that this information is subject to a reasonable effort by the Company to maintain its secrecy and confidentiality. Except as essential to Signator's obligation under this Agreement, Signator shall not make any disclosure of this Agreement, the terms of this Agreement, or any of the Confidential Material. Except as essential to Signator's obligations pursuant to their relationship with the Company, Signator shall not make any duplication or other copy of the Confidential Material.
- c. Signator shall not remove Confidential Material or proprietary property or documents without written authorization. Immediately upon request from Company, Signator shall return to Company all Confidential Material or proprietary property or documents. Signator shall notify each person to whom any disclosure is made that such disclosure is made in confidence, that the Confidential Material shall be kept in confidence by such persons, and that such persons shall be bound by the provisions of this Agreement. Signator further promises and agrees not solicit Customers or potential Customers of the Company, after the termination of this Agreement, while making use of Company's Confidentiality Material.

4. PROPRIETARY INFORMATION

- a. For the purpose of this Agreement, "Proprietary Information" shall include, but not limited to any information, observation, data, written material, record, document, drawing, photograph, layout,

computer program, software, multimedia, firmware, invention, discovery, improvement, development, tool, machine, apparatus, appliance, design, work of authorship, logo, system, promotional idea, customer list, customer need, practice, pricing information, process, test, concept, formula, method, market information, technique, trade secret, product and/or research related to the actual or anticipated research development, products, organization, marketing, advertising, business or finances of Company, its affiliates or related entities.

- b. All right, title, and interest of every kind and nature whatsoever in and to the Proprietary Information made, written, discussed, developed, secured, obtained or learned by Signator during the term of the relationship with the Company or the [TIME] period immediately following termination of that relationship, shall be the sole and exclusive property of Company for any purpose or use whatsoever, and shall be disclosed promptly by Signator to Company. The covenants set forth in the preceding sentence shall apply regardless of whether any Proprietary Information is made, written, discussed, developed, secured, obtained or learned (a) solely or jointly with others, (b) during the usual hours of work or otherwise, (c) at the request and upon the suggestion of Company or otherwise, (d) with Company's materials, tools, instruments, or (e) on Company's premises or otherwise.
- c. Signator shall comply with any reasonable rules established from time to time by Company for the protection of the confidentiality of any Proprietary Information. Signator irrevocably appoints the President and all Vice Presidents of the Company to act as Signator's agent and attorney-in-fact to perform all acts necessary to obtain and/or maintain patents, copyrights and similar rights to any Proprietary Information assigned by Signator to Company under this Agreement if (a) Signator refuses to perform those acts, or (b) is unavailable, within the meaning of any applicable laws. Signator acknowledges that the grant of the foregoing power of attorney is coupled with an interest and shall survive the death or disability of Signator.
- d. Signator shall promptly and fully disclose to Company, in confidence (a) all Proprietary Information that Signator creates, conceives or reduces to practice in writing either alone or with others during the term of this Agreement, and (b) all patent applications and copyright registrations filed by Signator within one year after termination of this Agreement, including but not limited to materials and methodologies involved.
- e. Any application for a patent, copyright registration or similar right filed by Signator within one year after termination of this Agreement shall be presumed to relate to Proprietary Information created by Signator during the term of this Agreement, unless Signator can prove otherwise with reasonable certainty.
- f. Nothing contained in this Agreement shall be construed to preclude Company from exercising all of its rights and privileges as sole and exclusive owner of all of the Proprietary Information owned by or assigned to Company under this Agreement. Company, in exercising such rights and privileges with respect to any particular item of Proprietary Information, may decide not to file any patent application or any copyright registration on such Proprietary Information, may decide to maintain such Proprietary Information as secret and confidential, or may decide to abandon such Proprietary Information, or dedicate it to the public. Signator shall have no authority to exercise any rights or privileges with respect to the Proprietary Information owned by or assigned to Company under this Agreement.

5. WORKS FOR HIRE

- a. Signator acknowledges that all works of authorship performed for Company are subject to Company's direction and control and that such works constitute a work for hire pursuant to [LAW].
- b. All Proprietary Information developed, created, invented, devised, conceived or discovered by Signator that is subject to copyright are explicitly considered by Signator and Company to be "works made for hire" and the property of Company.

6. ASSIGNMENT

- a. Company shall own as its sole and exclusive property, and Signator agrees to assign, transfer, and convey and or its authorized nominees all of his or her right, title and interest in and to any and all said "ideas" that related generally to Company's business, including but not limited to any inventions, processes, improvements, ideas, copyrightable works of art, trademarks, copyrights, formulas, manufacturing technology, developments, writings, discoveries, and trade secrets that Signator may make, conceive, or reduce to practice, whether solely or jointly with others, copyrightable, patentable or unpatentable, from the date of this Agreement or the date of first employment with Company if earlier, until the termination of Signator's employment.
- b. Signator is not required to assign any invention where no Company equipment, supplies, facilities or trade secret information was used and that was developed entirely on Signator's own time and: that does not relate to Company's business or to Company's actual demonstrably anticipated research or development or; that does not result from work performed for Company.
- c. Signator hereby assigns to Company all releases and discharges Company, any affiliate of Company and their respective officers, directors and employees, from and against any and all claims, demands, liabilities, costs, and expenses of Signator arising out of, or relating to, any Propriety Information.

7. EXECUTION OF INSTRUMENTS

- a. During employment by Company, upon request and without compensation other than as herein provided but at no expense to Signator, Signator shall execute any documents and take any action Company may deem necessary or appropriate to effectuate the provisions of this Agreement, including without limitation assisting Company in obtaining and/or maintaining patents, copyrights or similar rights to any Proprietary Information assigned to Company.
- b. Signator further agrees that the obligations and undertakings stated in this paragraph will continue beyond termination of employment for any reason by the Company, but if Signator is called upon for such assistance after termination of employment, Signator is entitled to fair and reasonable fee in addition to reimbursement of any expenses incurred at the request of the Company.

8. PATENT APPLICATION

- a. Company agrees to pay all expenses in connection with the preparation and prosecution of patent applications in the [COUNTRY] and all foreign countries wherein Company may desire to obtain patents.
- b. Company agrees to pay Signator a cash award of [SPECIFY] upon execution by Signator of application for [COUNTRY] Letters Patent for such invention or improvement and issuance of a patent on said application, together with an assignment thereof to Company.
- c. Excepted from this Agreement are inventions or improvements relating to Company business made by Signator before commencement of this employment by Company which are:
 - i. embodied in the [COUNTRY] Letters Patent or an application for [COUNTRY] Letters Patent filed prior to commencement of this employment; or
 - ii. in the possession of a former Company who owns the invention; or
 - iii. set forth in an attachment hereto.

9. NON-COMPETE

Signator agrees not to engage in any activity that is competitive with any activity of Company during the course of their relationship and for a period of [SPECIFY] after termination of the Agreement. For purposes of this paragraph, competitive activity encompasses forming or making plans to form a business entity that may be deemed to be competitive with any business of Company. This does not prevent Signator from seeking or obtaining employment or other forms of business relationships with a competitor after termination of employment with Company so long as such competitor was in existence prior to the termination of relationship with Company and Signator was in no way involved with the organization or formation of such competitor.

10. BUSINESS OPPORTUNITIES

During the terms of this Agreement, if Signator becomes aware of any project, investment, venture, business or other opportunity (any of the preceding, collectively referred to as an "Opportunity") that is similar to, competitive with, related to, or in the same field as Company, or any project, investment, venture, or business of Company, then Signator shall so notify Company immediately in writing of such Opportunity and shall use Signator's good-faith efforts to cause Company to have the opportunity to explore, invest in, participate in, or otherwise become affiliated with such Opportunity.

11. NO OWNERSHIP

Neither Signator nor any of their agents or principals shall become or be deemed an owner, partner, joint venture or agent of or with Company or any of its affiliates or related companies or businesses by reason of this Agreement or his/her relationship with Company unless set forth in a separate written agreement signed and dated by the parties. Neither Company nor Signator nor any agent, Signator, officer or independent contractor of or retained by Signator shall have any authority to bind the other in any respect unless set forth in a separate written agreement signed and dated by the parties.

12. SOLICITATION OF EMPLOYEES

Signator agrees that he/she will not, either during the period of this Agreement, or for a period of [NUMBER] year after this Agreement has terminated, solicit any of Company's employees for a competing business or otherwise induce or attempt to induce such employees to terminate their employment with Company.

13. SOLICITING CUSTOMERS AFTER TERMINATION OF AGREEMENT

For a period of [TIME], following the termination of the relationship with the Company, Signator shall not, directly or indirectly, make known to any person, firm or corporation the names or addresses of any of the customers of Company or any other information pertaining to them, or call on, solicit, take away, or attempt to call on, solicit, or take away any customer of Company on whom Signator called or with whom Signator became acquainted during the time of this Agreement, for either itself or for any other person, firm, or corporation.

14. INJUNCTIVE RELIEF

Signator hereby acknowledges (1) the unique nature of the protections and provisions set forth in this Agreement, (2) that Company will suffer irreparable harm if Signator breaches any of said protections or provisions, and (3) that monetary damages will be inadequate to compensate Company for such breach. Therefore, if Signator breaches any of such provisions, then Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

15. CONTINUING EFFECTS

Signator's obligations regarding trade secrets and confidential information shall continue in effect beyond the period of the relationship as stated above, and said obligation shall be binding upon Signator's spouse, affiliates, assigns, heirs, executors, administrators, or other legal representatives.

16. SUBSIDIARIES AND PARENTS

For the purposes of this Agreement, the term "Company" shall also be deemed to include any affiliated organization that owns fifty percent (50%) or more of the voting stock, whether or not Signator is directly employed by such other organization.

17. NON-FILING

Signator specifically agrees that Company's rights granted hereunder shall include the right not to file for copyrights or domestic or foreign patents when such is considered by Company in its sole discretion appropriate for the business objectives of Company.

18. NOTICE TO SIGNATOR

This Agreement does not apply to any invention for which no equipment, supplies, facility, or trade secret information of Company was used and that was developed entirely on Signator's own time and:

- a. That does not relate (1) to Company's business or (2) to the actual or anticipated research or development work of Company; or
- b. That does not result from any work performed by Signator or Company. The burden of proof is on the Signator with respect to the exceptions of this Paragraph.

19. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

20. SEVERABLE PROVISIONS

The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

21. ATTORNEYS' FEES

In the event any litigation, arbitration, mediation or other proceeding ("Proceeding") is initiated by any party against any other party to enforce, interpret or otherwise obtain judicial or quasi-judicial relief in connection with this Agreement, the prevailing party in such Proceeding shall be entitled to recover from the unsuccessful party all costs, expenses and actual attorney's fees relating to or arising out of (a) such proceeding, whether or not such proceeding proceeds to judgment, and (b) any post-judgment or post-award proceeding, including without limitation one to enforce any judgment or award resulting from any such Proceeding. Any such judgment or award shall contain a specific provision for the recovery of all such attorneys' fees, costs, and expenses. Any such judgment or award shall contain a specific provision for the recovery of all such subsequently incurred costs, expenses and actual attorney's fees.

22. MODIFICATIONS

This Agreement may be modified only by a contract in writing executed by the party to this Agreement against whom enforcement of such modification is sought.

23. PRIOR UNDERSTANDINGS

This Agreement contains the entire agreement between the parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, agreements, representations and warranties. If any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

24. WAIVER

Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

25. DRAFTING AMBIGUITIES

Each party to this Agreement has reviewed and had the opportunity to revise this Agreement. Each party to this Agreement has had the opportunity to have legal counsel review and revise this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

26. JURISDICTION AND VENUE

This Agreement is to be construed pursuant to Laws of the State of [STATE/PROVINCE]. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of [STATE/PROVINCE].

27. RECEIPT OF COPY

Signator hereby acknowledges that it has received a signed copy of this Agreement.

COMPANY

SIGNATOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

EXTENDED DATE FOR PERFORMANCE

This Extended Date for Performance Agreement (the "Agreement") is made and effective this [DATE],

BETWEEN: [FIRST PARTY] (the "First party"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SECOND PARTY] (the "Second party"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In consideration of the mutual covenants contained in this agreement, the parties agree as follows:

WHEREIN said Agreement expires on [DATE], and the parties desire to extend and continue said Agreement; it is provided that said Agreement shall be extended for an additional term of [TIME PERIOD], commencing upon the expiration of the original term and expiring on [DATE].

Said agreement provides that completion or performance shall be made on or before [DATE], (the "Performance date").

The parties hereby agree that the date for performance be continued and extended to [DATE], with no other change in terms or further extension intended.

IN WITNESS WHEREOF, the parties have executed this agreement at [DESIGNATE PLACE OF EXECUTION] on [DATE].

FIRST PARTY

SECOND PARTY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

AGREEMENT WITH ACCOUNTANT

This Agreement With Accountant (the "Agreement") is made and effective this [DATE],

BETWEEN: [CLIENT NAME] (the "Client"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [ACCOUNTANT NAME] (the "Accountant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. PARTIES TO THIS AGREEMENT

The Client, in order to properly conduct its business, employs the Accountant. The Accountant is duly licensed by the laws of this state and engaged in the business of providing independent accounting services and assistance to clients.

2. INDEPENDENT CONTRACTORS

Both the Accountant and the Client agree that the relationship created by this agreement is that of independent contractor and not that of employee and employer. The Accountant is responsible for the payment of any taxes, including without limitation, all Federal, State and local personal and business income taxes, sales and use taxes, other business taxes and license fees arising out of the activities of the Accountant.

3. SERVICES TO BE PROVIDED

During the length of this contract, the Accountant shall serve the Client and perform any and all services in accounting and tax matters as the Client requires in connection with the Client's business including the preparation of accounting statements, tax reports and returns. The Accountant will also provide supervisory and advisory services to the Client when requested.

4. PAYMENTS TO ACCOUNTANT

The Client agrees to pay the Accountant for services at the following rates:

[DESCRIBE RATE OF COMPENSATION]

5. WHEN PAYMENTS ARE DUE

The Accountant shall bill the Client on a regular basis for services rendered which bills will be due and payable upon receipt.

6. CONFIDENTIALITY

- a. Accountant hereby acknowledges that Company has made, or may make, available to Accountant certain customer lists, pricing data, supply sources, techniques, computerized data, maps, methods, product design information, market information, technical information, benchmarks, performance standards and other confidential and/or Proprietary Information of, or licensed to, the Company or its clients/customers ("Customers"), including without limitation, trade secrets, inventions, patents, and copyrighted materials (collectively, the "Confidential Material").
- b. Accountant acknowledges that this information has independent economic value, actual or potential, that is not generally known to the public or to others who could obtain economic value from their disclosure or use, and that this information is subject to a reasonable effort by the Company to maintain its secrecy and confidentiality. Except as essential to Accountant's obligation under this Agreement, Accountant shall not make any disclosure of this Agreement, the terms of this Agreement, or any of the Confidential Material. Except as essential to Accountant's obligations pursuant to their relationship with the Company, Accountant shall not make any duplication or other copy of the Confidential Material.

- c. Accountant shall not remove Confidential Material or proprietary property or documents without written authorization. Immediately upon request from Company, Accountant shall return to Company all Confidential Material or proprietary property or documents. Accountant shall notify each person to whom any disclosure is made that such disclosure is made in confidence, that the Confidential Material shall be kept in confidence by such persons, and that such persons shall be bound by the provisions of this Agreement. Accountant further promises and agrees not solicit Customers or potential Customers of the Company, after the termination of this Agreement, while making use of Company's Confidentiality Material.

7. PROPRIETARY INFORMATION

- a. For the purpose of this Agreement, "Proprietary Information" shall include, but not limited to any information, observation, data, written material, record, document, drawing, photograph, layout, computer program, software, multimedia, firmware, invention, discovery, improvement, development, tool, machine, apparatus, appliance, design, work of authorship, logo, system, promotional idea, customer list, customer need, practice, pricing information, process, test, concept, formula, method, market information, technique, trade secret, product and/or research related to the actual or anticipated research development, products, marketing, advertising, business or finances of Company, its affiliates or related entities.
- b. All right, title, and interest of every kind and nature whatsoever in and to the Proprietary Information made, written, discussed, developed, secured, obtained or learned by Accountant during the term of the relationship with the Company or the [TIME] period immediately following termination of that relationship, shall be the sole and exclusive property of Company for any purpose or use whatsoever, and shall be disclosed promptly by Accountant to Company. The covenants set forth in the preceding sentence shall apply regardless of whether any Proprietary Information is made, written, discussed, developed, secured, obtained or learned (a) solely or jointly with others, (b) during the usual hours of work or otherwise, (c) at the request and upon the suggestion of Company or otherwise, (d) with Company's materials, tools, instruments, or (e) on Company's premises or otherwise.

8. TERM OF AGREEMENT

This agreement shall become effective [DATE] and shall continue in effect until [DATE] or until terminated in accordance with this agreement.

9. TERMINATION OF THIS AGREEMENT

This agreement may be terminated by either party on [NUMBER] days notice to the other party. All such notices shall be by certified mail or delivered personally.

10. ENTIRE AGREEMENT

This contract expresses the entire agreement between the Client and the Accountant regarding this matter. This agreement can only be modified with another written agreement signed by both the Client and the Accountant. This agreement shall be binding upon both the Client and the Accountant and their respective heirs, legal representatives and successors in interest.

11. LEGAL FEES

If either party brings a law suit in order to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

12. GOVERNING LAW

This agreement shall be interpreted according to the laws of the State of [STATE/PROVINCE].

13. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT

ACCOUNTANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

CONSULTANT NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and effective this [DATE],

BETWEEN: **[CONSULTANT NAME]** (the "Consultant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: **[COMPANY NAME]** (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS, Consultant has been or will be engaged in the performance of work on the Company's System (the "System"); and in connection therewith will be given access to certain confidential and proprietary information; and

WHEREAS, Consultant and Company wish to evidence by this agreement the manner in which said confidential and proprietary material will be treated.

NOW, THEREFORE, it is agreed as follows:

1. PROPRIETARY INFORMATION

Consultant acknowledges that the System, the source code, object code and all System documentation relating thereto ("Proprietary Information") are confidential and proprietary to the Company; and Consultant agrees to use reasonable care (the same being not less than

that employed to protect Consultant's own proprietary information) to safeguard the Proprietary Information and to prevent the unauthorized use or disclosure thereof.

2. NON-DISCLOSURE

Consultant shall disclose or give access to Proprietary Information only to such Consultant's employees, agents or contractors ("Consultant Personnel") having a need-to-know in connection with Consultant's engagement and for use in connection therewith. Consultant will advise Consultant Personnel having access to Proprietary Information of the confidential and proprietary nature thereof.

3. COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

4. TERMINATION

Consultant shall, upon completion of the tasks assigned to Consultant, upon termination of Consultant's engagement with respect to the System, or upon demand, whichever is earliest, return any and all Proprietary Information (including any copies or reproductions thereof in its possession or control.

5. UNAUTHORIZED USE

Consultant shall promptly advise Company in writing if it learns of any unauthorized use or disclosure of Proprietary Information by any Consultant Personnel or former Consultant Personnel.

6. WORK PRODUCT

Consultant shall have no proprietary interest in the work product developed by consultant during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

7. INDEMNIFICATION

Consultant, at its own expense, shall defend, indemnify and hold harmless Company, its licensees, employees and agents, from any claim, demand, cause of action, debt or liability (including attorneys' fees) to the extent it is based on a claim that Consultant Personnel in the course of their engagement on the System infringed or violated the patent, copyright, license or other proprietary right of a third party, provided Consultant is notified promptly of such claim and provided that such claim is not based upon the Proprietary Information. Company may, at its expense, assist in such defense if it chooses. Consultant shall have the right to control the defense in any such action and to enter into a stipulation of discontinuance and settlement of such claim in its discretion. In addition, in the event that any such Consultant

performance is held to constitute an infringement and its use is or may be enjoined, Consultant shall, at its option, (1) modify the infringing program coding at its own expense so that it is non-infringing; or (2) procure for Company the right to use and license the use of the infringing program coding.

8. INJUNCTIVE RELIEF

Consultant acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

9. COMPLIANCE WITH LAW

The Consultant agrees to abide by all federal, state, and local laws, ordinances and regulations of the State of [STATE/PROVINCE].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY

CONSULTANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and effective this [DATE],

BETWEEN: [INDEPENDENT CONTRACTOR NAME] (the "Independent Contractor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

Independent Contractor is engaged in providing [DESCRIBE] business services, its Employer Tax I.D. Number is [INSERT], and its Business License Number is [INSERT]. Independent Contractor has complied with all Federal, State, and local laws regarding business permits, sales permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as an Independent Contractor pursuant to this Agreement. Independent Contractor is or remains open to conducting similar tasks or activities for clients other than the Company and holds themselves out to the public to be a separate business entity.

Company desires to engage and contract for the services of the Independent Contractor to perform certain tasks as set forth below. Independent Contractor desires to enter into this Agreement and perform as an independent contractor for the company and is willing to do so on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. TERMS

This Agreement shall be effective commencing [DATE], and shall continue until terminated at the completion of the Scope of Work which shall occur no later than [DATE] or by either party as otherwise provided herein.

2. STATUS OF INDEPENDENT CONTRACTOR

This Agreement does not constitute a hiring by either party. It is the parties intentions that Independent Contractor shall have an independent contractor status and not be an employee for any purposes, including, but not limited to, [LAWS]. Independent Contractor shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the Company shall not be liable for any obligations incurred by Independent Contractor unless specifically authorized in writing. Independent Contractor shall not act as an agent of the Company, ostensibly or otherwise, nor bind the Company in any manner, unless specifically authorized to do so in writing.

3. TASKS, DUTIES, AND SCOPE OF WORK

- a. Independent Contractor agrees to devote as much time, attention, and energy as necessary to complete or achieve the following: [DESCRIBE]. The above to be referred to in this Agreement as the "Scope of Work". It is expected that the Scope of Work will completed by [DATE].
- b. Independent Contractor shall additionally perform any and all tasks and duties associated with the Scope of Work set forth above, including but not limited to, work being performed already or related change orders. Independent Contractor shall not be entitled to engage in any activities which are not expressly set forth by this Agreement.
- c. The books and records related to the Scope of Work set forth in this Agreement shall be maintained by the Independent Contractor at the Independent Contractor's principal place of business and open to inspection by Company during regular working hours. Documents to which Company will be entitled to inspect include, but are not limited to, any and all contract documents, change orders/purchase orders and work authorized by Independent Contractor or Company on existing or potential projects related to this Agreement.
- d. Independent Contractor shall be responsible to the management and directors of Company, but Independent Contractor will not be required to follow or establish a regular or daily work schedule. Supply all necessary equipment, materials and supplies. Independent Contractor will not rely on the equipment or offices of Company for completion of tasks and duties set forth pursuant to this Agreement. Any advice given Independent Contractors regarding the scope of work shall be considered a suggestion only, not an instruction. Company retains the right to inspect, stop, or alter the work of Independent Contractor to assure its conformity with this Agreement.

4. ASSURANCE OF SERVICES

- a. Independent Contractor will assure that the following individuals (the "Key Employees") will be available to perform, and will perform, the Services hereunder until they are completed (identify by title and name as applicable):

[NAME OF KEY EMPLOYEE, TITLE]

[NAME OF KEY EMPLOYEE, TITLE]

- b. The Key Employees may be changed only with the prior written approval of the Company, which approval shall not be unreasonably withheld.

5. COMPENSATION

- a. Independent Contractor shall be entitled to compensation for performing those tasks and duties related to the Scope of Work as follows:

[DESCRIBE]

- b. Such compensation shall become due and payable to Independent Contractor in the following time, place, and manner:

[DESCRIBE]

6. NOTICE CONCERNING WITHHOLDING OF TAXES

Independent Contractor recognizes and understands that it will receive an [SPECIFY TAX] statement and related tax statements, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Independent Contractor hereby promises and agrees to indemnify the Company for any damages or expenses, including attorney's fees, and legal expenses, incurred by the Company as a result of independent contractor's failure to make such required payments.

7. AGREEMENT TO WAIVE RIGHTS TO BENEFITS

- a. Independent Contractor hereby waives and foregoes the right to receive any benefits given by Company to its regular employees, including, but not limited to, health benefits, vacation and sick leave benefits, profit sharing plans, etc. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Independent Contractor by virtue of their services to Company, and is effective for the entire duration of Independent Contractor's agreement with Company. This waiver is effective independently of Independent Contractor's employment status as adjudged for taxation purposes or for any other purpose.
- b. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the consent of the other.

8. TERMINATION

This Agreement may be terminated prior to the completion or achievement of the Scope of Work by either party giving [NUMBER] days written notice. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement.

9. NON-DISCLOSURE OF TRADE SECRETS, CUSTOMER LISTS AND OTHER PROPRIETARY INFORMATION

- a. Independent Contractor agrees not to disclose or communicate, in any manner, either during or after Independent Contractor's agreement with Company, information about Company, its operations, clientele, or any other information, that relate to the business of Company including, but not limited to, the names of its customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of proprietary information of Company. Independent Contractor acknowledges that the above information is material and confidential and that it affects the profitability of Company.
- b. Independent Contractor understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement. To the extent Independent Contractor feels they need to disclose confidential information, they may do so only after obtaining written authorization from [AN OFFICER] of the Company.

10. NON-SOLICITATION

Independent Contractors shall not, during the Agreement and for a period of one year immediately following termination of this Agreement, either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit, or take away, any of the customers or clients of the Company on whom Independent Contractor called or became acquainted with during the terms of this Agreement, either for their own benefit, or for the benefit of any other person, firm, corporation or organization.

11. NON-RECRUIT

Independent Contractor shall not, during this Agreement and for a period of [NUMBER] year immediately following termination of this agreement, either directly or indirectly, recruit any of Company's employees for the purpose of any outside business.

12. NON-COMPETITION

For a period of [NUMBER] [MONTHS/YEARS] following termination of this Agreement, the Contractor shall not, directly or indirectly, through services to any partnership of which Contractor is a partner or employee or through any corporation or other entity in which Contractor has any interest or by whom is employed, compete with the Company or any of its affiliates or subsidiaries in [COUNTRY/STATE/CITY] in any activity in which the Company or its affiliates or subsidiaries may have been engaged within [NUMBER] years prior to the termination of this Agreement.

13. RETURN OF PROPERTY

On termination of this Agreement, or whenever requested by the parties, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party to them, including but not limited to, proprietary information, customer lists, trade secrets, intellectual property, computers, equipment, tools, documents, plans, recordings, software, and all related records or accounting ledgers.

14. EXPENSE ACCOUNTS

Independent Contractor and the Company agree to maintain separate accounts in regards to all expenses related to performing the Scope of Work. Independent Contractor is solely responsible for payment of expenses incurred pursuant to this Agreement unless provided otherwise in writing by [AN OFFICER] of the company. Independent Contractor agrees to execute and deliver any agreements and documents prepared by Company and to do all other lawful acts required to establish document and protect such rights.

15. WORKS FOR HIRE

Independent Contractor agrees that the Scope of Work, all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement are considered “works for hire” and that the results of said work is by virtue of this Agreement assigned to the Company and shall be the sole property of Company for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws.

16. LEGAL COMPLIANCE

Independent Contractor is encouraged to treat all company employees, customers, clients, business partners and other affiliates with respect and responsibility. Independent Contractor is required to comply with all laws, ethical codes and company policies, procedures, rules or regulations, including those forbidding sex harassment, discrimination, and unfair business practices.

17. LICENSING, WORKERS’ COMPENSATION AND GENERAL LIABILITY INSURANCE

Independent Contractor agrees to immediately supply the Company with proof of any licensing status required to perform the Scope of Work pursuant to this Agreement, Workers’ Compensation Coverage where required by law and General Liability Insurance (including malpractice insurance, if warranted), upon request of the Company.

18. PERSONS HIRED BY INDEPENDENT CONTRACTOR

All persons hired by Independent Contractor to assist in performing the tasks and duties necessary to complete the Scope of Work shall be the employees of Independent Contractor unless specifically indicated otherwise in an agreement signed by all parties. Independent Contractor shall immediately provide proof of Workers’ Compensation insurance and General Liability insurance covering said employees, upon request of the Company.

19. NOTICES

Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraphs of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Independent Contractor agrees to keep Company current as to their business and mailing addresses, as well as telephone, facsimile, email and pager numbers.

20. ATTORNEY’S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs and necessary disbursements incurred both before or after judgment in addition to any other relief to which such party may be entitled.

21. MEDIATION AND ARBITRATION

Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on written request of either party served on the other, be submitted first to mediation and then if still unresolved to binding arbitration. Said mediation or binding arbitration

shall comply with and be governed by the provisions of the [LAWS] unless the Parties stipulate otherwise. The parties shall each appoint one person to hear and determine the dispute and, if they are unable to agree, then the two persons so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties. The attorneys' fees and costs of arbitration shall be borne by the losing party, as set forth in paragraph 18, unless the Parties stipulate otherwise, or in such proportions as the arbitrator shall decide.

22. REPRESENTATION

Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

23. INDEMNIFICATION

Independent Contractor shall defend, indemnify, hold harmless, and insure Company from any and all damages expenses or liability resulting from or arising out of, any negligence or misconduct on Independent Contractor's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of Independent Contractor. Independent Contractors shall insure that its employees and affiliates take all actions necessary to comply with the terms and conditions set forth in this Agreement. Independent Contractor shall name Company as an additional insured on all related insurance policies including workers compensation, and general liability.

24. CONTAINMENT OF ENTIRE AGREEMENT

This Agreement is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties hereto, except any Confidentiality, Trade Secret, Non-Compete, Non-Disclosure, Indemnification or Arbitration Agreement. This Agreement contains all of the covenants and Agreements between the parties, except for those set forth in any Confidentiality, Trade Secret, Non-Compete, Non-Disclosure, or Arbitration Agreement.

25. PARTIAL INVALIDITY

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.

26. GOVERNING LAW

This Agreement shall be governed by, and construed under, the laws of the State of [STATE/PROVINCE].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY

INDEPENDENT CONTRACTOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

SUBCONTRACT AGREEMENT

This Subcontract Agreement (the "Agreement") is made and effective this [DATE],

BETWEEN: [CONTRACTOR NAME] (the "Contractor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [SUBCONTRACTOR NAME] (the "Subcontractor"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

WHEREAS Contractor has entered into, or will hereafter enter into, a general construction contract, henceforth "The Prime Contract" with [GENERAL CONTRACTOR], to perform in accordance with various contract documents and specifications certain work prepared by [ARCHITECT], henceforth "Architect", and/or to furnish labor, materials, supplies, labor and/or goods required to construct the following named and described construction project:

[DESCRIBE], henceforth "The Project", located in [ADDRESS], and

WHEREAS Contractor desires to retain Subcontractor to perform certain contract work in accordance with various contract documents and specifications and/or to furnish labor, materials, supplies, labor and/or goods for The Project;

NOW THEREFORE Contractor and Subcontractor agree as follows:

1. SUBCONTRACT WORK

Subcontractor shall be employed as an independent contractor and shall provide and furnish all labor, materials, tools, supplies, equipment, services, facilities, supervision, and administration necessary for the proper and complete performance and acceptance of the following portions of the work, hereinafter "the Subcontract Work", for the Project, together with such other portions of the drawings, specifications and addendum as related thereto:

SEE EXHIBIT A: Scope, Conditions, And List of Attachments

2. SUBCONTRACTOR PRICE

In consideration of Subcontractor's performance of this Subcontract, and at the times and subject to the terms and conditions hereinafter set forth, Contractor shall pay to Subcontractor the total sum of [AMOUNT], hereinafter "subcontract price." Said subcontract price is dependant upon the conditions set forth in Exhibit A being met. Should said conditions not be met, the subcontract amount shall be modified accordingly.

3. SPECIAL CONDITIONS

The Special Conditions to Subcontract are incorporated in this Subcontract as though fully set forth herein. Subcontractor hereby acknowledges receipt of the Special Conditions.

4. COMMUNICATION AND NOTICE

- a. All communications between Subcontractor and General Contractor, Owner or Architect shall be via Contractor.
- b. Subcontractor shall furnish Contractor with periodic progress reports as required by Contractor, including status of material, equipment, manpower and submittal.
- c. Subcontractor shall be deemed to have received notice of a fact, request, order, or demand when its Superintendent is notified, either orally or in writing, or [NUMBER] days after written notice is sent by registered or certified mail addressed to Subcontractor's last known place of business, whichever is sooner.
- d. Contractor shall be deemed to have received notice of a fact, request, or demand [NUMBER] days after written notice is sent by registered or certified mail addressed to the following address:

[CONTRACTOR'S ADDRESS]

5. GOVERNING LAW AND RULES OF CONSTRUCTION

- a. The validity, interpretation, and performance of this Subcontract shall be governed by the laws of the jurisdiction where the Project is located.
- b. Titles, captions, or headings to any provision, article, etc., shall not limit the full contents of the same. These articles have the full force and effect as if no titles existed.
- c. If any term or provision of this Subcontract is determined to be invalid, it shall not affect the validity and enforcement of the remaining terms and provisions of this Subcontract.
- d. This contract shall be binding upon and inure to the benefit of the respective successors, assigns, representatives, and heirs of the parties herein.

6. AMENDMENT

This Subcontract shall only be amended or modified by written document executed by authorized representatives of Contractor and Subcontractor. This Subcontract supersedes all prior representations made by Contractor.

7. ARBITRATION

Any and all disputes or claims between the Contractor and the Subcontractor arising out of this Subcontract shall be resolved by submission of the same to [SPECIFY], for resolution by binding arbitration according to [SPECIFY]'s Rules of Arbitration. In so agreeing the parties expressly waive their right to a jury trial, if any, on these issues and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and shall be enforceable in any court having jurisdiction over the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SUBCONTRACTOR

CONTRACTOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made and effective this [DATE],

BETWEEN: [CONSULTANT NAME] (the "Consultant"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

1. RECITALS

- a. Consultant has expertise in the area of the Company's business and is willing to provide consulting services to the Company.
- b. The Company is willing to engage Consultant as an independent contractor, and not as an employee, on the terms and conditions set forth herein.
- c. The Company desires to obtain the services of Consultant by means of services provided by Consultant's employees dispatched by Consultant to provide services to Company hereunder ("Agents"), on its own behalf and on behalf of all existing and future Affiliated Companies (defined as any corporation or other business entity or entities that directly or indirectly controls, is controlled by, or is under common control with the Company), and Consultant desires to provide consulting services to the Company upon the following terms and conditions.
- d. The Company has spent significant time, effort, and money to develop certain Proprietary Information (as defined below), which the Company considers vital to its business and goodwill.
- e. The Proprietary Information will necessarily be communicated to or acquired by Consultant and its Agents in the course of providing consulting services to the Company, and the Company desires to obtain the services of Consultant, only if, in doing so, it can protect its Proprietary Information and goodwill.

2. SERVICES

Consultant agrees to perform for Company the services listed in the Scope of Services section in Exhibit A, attached hereto and executed by both Company and Consultant. Such services are hereinafter referred to as "Services." Company agrees that consultant shall have ready access to Company's staff and resources as necessary to perform the Consultant's services provided for by this contract.

3. CONSULTING PERIOD

3.1. Basic Term

The Company hereby retains the Consultant and Consultant agrees to render to the Company those services described in Exhibit A for the period (the "Consulting Period") commencing on the date of this Agreement and ending upon the earlier of (i) [APPLICABLE DATE], (the "Term Date"), and (ii) the date the Consulting Period is terminated in accordance with Section 7. The Company shall pay the Consultant the compensation to which it is entitled under Section 5 through the end of the Consulting Period, and, thereafter, the Company's obligations hereunder shall end.

3.2. Renewal

Subject to Section 7, the Consulting Period will be automatically renewed for an additional [AGREED UPON NUMBER OF MONTHS] month period (without any action by either party) on the Term Date and on each anniversary thereof, unless one party gives to the other written notice [NUMBER] days in advance of the beginning of any [AGREED UPON NUMBER OF MONTHS] month renewal period that the Consulting Period is to be terminated, provided, that in no event shall the Consulting Period extend beyond [DEADLINE DATE]. Either party's right to terminate the Consulting Period, instead of renewing the Agreement, shall be with or without cause.

4. DUTIES AND RESPONSIBILITIES

- a. Consultant hereby agrees to provide and perform for the Company those services set forth on Exhibit A attached hereto. Consultant shall devote its best efforts to the performance of the services and to such other services as may be reasonably requested by the Company and hereby agrees to devote, unless otherwise requested in writing by the Company, (a minimum of at least [AGREED UPON NUMBER OF HOURS] hours of service per week/or assign [AGREED UPON NUMBER OF INDIVIDUALS] individuals to provide services to the Company).
- b. Consultant shall use its best efforts to furnish competent Agents possessing a sufficient working knowledge of the Company's research, development and products to fulfill Consultant's obligations hereunder. Any Agent of Consultant who, in the sole opinion of the Company, is unable to adequately perform any services hereunder shall be replaced by Consultant within [AGREED UPON NUMBER OF DAYS] days after receipt of notice from the Company of its desire to have such Agent replaced.
- c. Consultant shall use its best efforts to comply with, and to ensure that each of its Agents comply with, all policies and practices regarding the use of facilities at which services are to be performed hereunder. Consultant agrees and shall cause each of its Agents to agree to the Acknowledgement and Inventions Assignment attached hereto as Exhibit B, and Consultant shall deliver a signed original of such Acknowledgement and Inventions Assignment to Company prior to such Agent's commencement of the provision of services for the Company.
- d. Consultant shall obtain for the benefit of the Company, as an intended third-party beneficiary thereof, prior to the performance of any services hereunder by any of the Agents, the written agreement of Agent to be bound by terms no less restrictive than the terms of Sections 2, 5, 6, and 7 of this Agreement.
- e. Personnel supplied by Consultant to provide services to Company under this Agreement will be deemed Consultant's employees or agents and will not for any purpose be considered employees or agents of Company. Consultant assumes full responsibility for the actions of such personnel while performing services pursuant to this Agreement, and shall be solely responsible for their

supervision, daily direction and control, provision of employment benefits (if any) and payment of salary (including all required withholding of taxes).

5. COMPENSATION, BENEFITS AND EXPENSES

5.1. Compensation

In consideration of the services to be rendered hereunder, including, without limitation, services to any Affiliated Company, Consultant shall be paid [AMOUNT], payable at the time and pursuant to the procedures regularly established, and as they may be amended, by the Company during the course of this Agreement.

5.2. Benefits

Other than the compensation specified in this 5.1, neither Consultant nor its Agents shall be entitled to any direct or indirect compensation for services performed hereunder.

5.3. Expenses

The Company shall reimburse Consultant for reasonable travel and other business expenses incurred by its Agents in the performance of the duties hereunder in accordance with the Company's general policies, as they may be amended from time to time during the course of this Agreement.

6. INVOICING

Company shall pay the amounts agreed to herein upon receipt of invoices which shall be sent by Consultant, and Company shall pay the amount of such invoices to Consultant.

7. TERMINATION OF CONSULTING RELATIONSHIP

7.1. By the Company or the Consultant

At any time, either the Company or the Consultant may terminate, without liability, the Consulting Period for any reason, with or without cause, by giving [AGREED UPON NUMBER OF DAYS] days advance written notice to the other party. If the Consultant terminates its consulting relationship with the Company pursuant to Sections 2, 3 and 4, the Company shall have the option, in its complete discretion, to terminate Consultant immediately without the running of any notice period. The Company shall pay Consultant the compensation to which the Consultant is entitled pursuant to Section 5 through the end of the Consulting Period, and thereafter all obligations of the Company shall terminate.

7.2. Termination Due to Bankruptcy, Receivership

The Consulting Period shall terminate and the Company's obligations hereunder (including the obligation to pay Consultant compensation under Section 5 shall cease upon the occurrence of: (i) the appointment of a receiver, liquidator, or trustee for the Company by decree of competent authority in connection with any adjudication or determination by such authority that the Company is bankrupt or insolvent; (ii) the filing by the Company of a petition in voluntary bankruptcy, the making of an assignment for the benefit of its creditors, or the entering into of a composition with its creditors; or (iii) any formal action of the Board to terminate the Company's existence or otherwise to wind up the Company's affairs.

8. TERMINATION OBLIGATIONS

Consultant hereby acknowledges and agrees that all property, including, without limitation, all books, manuals, records, reports, notes, contracts, lists, blueprints, and other documents, or materials, or copies thereof, Proprietary Information, and equipment furnished to or prepared by Consultant or its Agents in the course of or incident to its rendering of services to the Company, including, without limitation, records and any other materials pertaining to Invention Ideas belong to the Company and shall be promptly returned to the Company upon termination of the Consulting Period. Following termination, neither Consultant nor any of its Agents will retain any written or other tangible material containing any Proprietary Information.

The representations and warranties contained herein and Consultant's obligations under Sections 2, 3, and 4 shall survive termination of the Consulting Period and the expiration of this Agreement.

9. ASSIGNMENT; SUCCESSORS AND ASSIGNS

Consultant agrees that it will not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Agreement, nor shall Consultant's rights be subject to encumbrance or the claims of creditors. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of the Company with, or its merger into, any other corporation, or the sale by the Company of all or substantially all of its properties or assets, or the assignment by the Company of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

10. PLACE OF WORK

Consultant's services will be rendered largely at [ADDRESS], but Consultant will, on request, come to Company's address of [ADDRESS], or such other places designated by Company to meet with representatives of Company.

11. TIME DEVOTED TO WORK

In the performance of the services, the aforesaid services and the hours Consultant is to work on any given day will be entirely within Consultant's control and Company will rely upon Consultant to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this contract. This arrangement will probably take about days of work per week although there undoubtedly will be some weeks during which Consultant may not perform any services at all or, on the other hand, may work practically the full week.

12. CONFIDENTIAL INFORMATION

Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any non-party to the Agreement, any confidential information of such Other Party. Confidential information is information which relates to Such Other Party's research, development, trade secrets or business

affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems design and programming. Consultant hereby acknowledges that during the performance of this contract, the Consultant may learn or receive confidential Company information and therefore Consultant hereby confirms that all such information relating to the client's business will be kept confidential by the Consultant, except to the extent that such information is required to be divulged to the consultant's clerical or support staff or associates in order to enable Consultant to perform Consultant's contract obligation.

- a) Consultant agrees not to disclose or use, except as required in Consultant's duties, at any time, any information disclosed to or acquired by Consultant during the term of this contract. Consultant shall disclose promptly to Company all inventions, discoveries, formulas, processes, designs, trade secrets, and other useful technical information and know-how made, discovered, or developed by Consultant (either alone or in conjunction with any other person) during the term of this contract. Consultant agrees that he shall not, without the written consent of Company, disclose to third parties or use for his own financial benefit or for the financial or other benefit of any competitor of Company, any information, data, and know-how, manuals, disks, or otherwise, including all programs, decks, listings, tapes, summaries of any papers, documents, plans, specifications, or drawings.
- b) Consultant shall take all reasonable precautions to prevent any other person with whom Consultant is or may become associated from acquiring confidential information at any time.
- c) Consultant agrees that all confidential information shall be deemed to be and shall be treated as the sole and exclusive property of Company.
- d) Upon termination of this contract, Consultant shall deliver to Company all drawings, manuals, letters, notes, notebooks, reports, and all other materials (including all copies of such materials), relating to such confidential information which are in the possession or under the control of Consultant. Consultant shall sign secrecy agreements provided by Company.

13. SERVICES FOR OTHERS

Inasmuch as Consultant will acquire or have access to information which is of a highly confidential and secret nature, it is expected that Consultant will not perform any services for any other person or firm without Company's prior written approval.

14. SERVICES AFTER TERMINATION

Consultant agrees that, for a period of [NUMBER] years following the termination of this agreement, Consultant will not perform any similar services for any person or firm engaged in the business of [TYPE], the Counties of and State of [STATE/PROVINCE].

15. STATUS OF CONSULTANT

Consultant is an independent contractor and neither Consultant nor Consultant's staff is or shall be deemed to be employed by Client. Company is hereby contracting with Consultant for the services described on Exhibit A and Consultant reserves the right to determine the method, manner and mean by which the services will be performed. Consultant is not required to perform the services during a fixed hourly or daily time and if the services are performed at the Company's premises, then Consultant's time spent at the premises is to be at the discretion of the Consultant; subject to the Company's normal business hours and security requirements. Consultant hereby confirms to Company that Company will not be required to furnish or provide any training to Consultant to enable Consultant to perform services required hereunder. The services shall be performed by Consultant or Consultant's staff, and Company shall not be required to hire, supervise or pay any assistants to help Consultant who performs the services under this agreement. Consultant shall not be required to devote Consultant's full time nor the full time of Consultant's staff to the performance of the services required hereunder, and it is acknowledged that Consultant has other Clients and Consultant offers services to the general public. The order or sequence in which the work is to be performed shall be under the control of Consultant. Except to the extent that the Consultant's work must be performed on or with Company's computers or Company's existing software, all materials used in providing the services shall be provided by Consultant. Consultant's services hereunder cannot be terminated or cancelled short of completion of the services agreed upon except for Consultant's failure to perform the contract's specification as required hereunder and conversely, subject to Company's obligation to make full and timely payment(s) for Consultant's services as set forth in Exhibit B, Consultant shall be obligated to complete the services agreed upon and shall be liable for non-performance of the services to the extent and as provided in Sections 2 and 4 hereof. Company shall not provide any insurance coverage of any kind for Consultant or Consultant's staff, and Company will not withhold any amount that would normally be withheld from an employee's pay. Consultant shall take appropriate measures to insure that Consultant's staff is competent and that they do not breach Sections 4 and 12 hereof.

Each of the parties hereto agrees that, while performing Services under this Agreement, and for a period of [NUMBER] months following the termination of this Agreement, neither party will, except with the other party's written approval, solicit or offer employment to the other party's employees or staff engaged in any efforts under this Agreement.

16. USE OF WORK PRODUCT

Except as specifically set forth in writing and signed by both Company and Consultant, Consultant shall have all copyright and patent rights with respect to all materials developed under this contract, and Company is hereby granted a non-exclusive license to use and employ such materials within the Company's business.

17. COMPANY REPRESENTATIVE

The following individual [NAME] shall represent the Company during the performance of this contract with respect to the services and deliverables as defined herein and has authority to execute written modifications or additions to this contract.

18. DISPUTES

Any disputes that arise between the parties with respect to the performance of this contract shall be submitted to binding arbitration by the [ASSOCIATION], to be determined and resolved by said Association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration.

The final arbitration decision shall be enforceable through the courts of the state of Consultant's address or any other state in which the Company resides or may be located. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be as binding and enforceable as if this Section 18 were not a part hereof.

19. TAXES

Any and all taxes, except income taxes, imposed or assessed by reason of this contract or its performance, including but not limited to sales or use taxes, shall be paid by the Client. Consultants shall be responsible for

any taxes or penalties assessed by reason of any claims that Consultant is an employee of Company and Company and Consultant specifically agree that Consultant is not an employee of Client.

20. LIABILITY

Consultant warrants to Company that the material, analysis, data, programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be attached as an additional Exhibit and executed by both Company and Consultant. Consultant makes no other warranties, whether written, oral or implied, including without limitation, warranty of fitness for purpose or merchantability. In no event shall Consultant be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to Consultant in advance or could have been reasonably foreseen by Consultant, and in the event this limitation of damages is held unenforceable then the parties agree that by reason of the difficulty in foreseeing possible damages all liability to Company shall be limited to [AMOUNT] as liquidated damages and not as a penalty.

21. NON-COMPETITION

If this Consulting Agreement with the Company terminates for any reason, the Consultant will not, for a period of two years from the date of termination, have any business dealings whatsoever, either directly or indirectly through associates with any customer or client of the Company or its subsidiaries or any person or firm with whom the Consultant has made contact in connection with his consulting activities for the Company; and the Consultant will keep in strictest confidence, both during the term of this Agreement and subsequent to termination of this Agreement, and will not during the term of this Agreement or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for his own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by the Company, information as to sources of, and arrangements for, hardware supplied to customers or clients of the Company, submission and proposal procedures of the Company, customer or contact lists or any other confidential information or trade secrets respecting the business or affairs of the Company which the Consultant may acquire or develop in connection with or as a result of the performance of his services hereunder. In the event of an actual or threatened breach by the Consultant of the provisions of this paragraph, the Company shall be entitled to injunctive relief restraining the Consultant from the breach or threatened breach. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies available to the Company for such breach or threatened breach, including the recovery of damages from the Consultant.

22. ENFORCEABLE

The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of the Consultant against the Company whether predicated on this Agreement or otherwise.

23. REPRESENTATIONS AND WARRANTIES

Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with the Company, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

24. INJUNCTIVE RELIEF

The Consultant acknowledges that disclosure of any Confidential Information by him will give rise to irreparable injury to the Company or the owner of such information, inadequately compensable in damages. Accordingly, the Company or such other party may seek and obtain injunctive relief against the breach or threatened breach

of the foregoing undertakings, in addition to any other legal remedies which may be available. The Consultant further acknowledges and agrees that in the event of the termination of this Agreement his experience and capabilities are such that he can obtain a consulting arrangement or employment in business activities which are either (1) of a different or non-competing nature with his activities as a consultant for the Company, or (2) are carried on in a different geographic location; and that the enforcement of a remedy hereunder by way of injunction will not prevent him from earning a reasonable livelihood.

The Consultant further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Company's legitimate business interests and are reasonable in scope and content.

25. COMPLETE AGREEMENT

This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Company acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

26. INDEMNIFICATION

Consultant hereby indemnifies and agrees to defend and hold harmless the Company from and against any and all claims, demands and actions, and any liabilities, damages or expenses resulting there from, including court costs and reasonable attorneys' fees, arising out of or relating to the services performed by Consultant under this Agreement or the representations and warranties made by Consultant pursuant to Sections 2 and 4 hereof. Consultant's obligations under Section 4 hereof shall survive the termination, for any reason, of this Agreement.

27. ATTORNEY'S FEES

Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party or parties against whom enforcement was sought.

28. NONWAIVER

No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of the Company, by an executive officer of the Company or other person duly authorized by the Company.

REMEDY FOR BREACH

The parties hereto agree that, in the event of breach or threatened breach of this Agreement, the damage or imminent damage to the value and the goodwill of the Company's business will be inestimable, and that therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that the Company shall be entitled to injunctive relief against Consultant in the event of any breach or threatened breach by Consultant, in addition to any other relief (including damages and the right of the Company to stop payments hereunder which is hereby granted) available to the Company under this Agreement or under law.

29. APPLICABLE LAW

Consultant shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in Exhibit A. This Agreement shall be construed in accordance with the laws of the State indicated by the Consultant's address.

30. SEVERABILITY; ENFORCEMENT

If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect. It is the intention of the parties that the covenants contained in Sections 6 and 7 shall be enforced to the greatest extent (but to no greater extent) in time, area, and degree of participation as is permitted by the law of that jurisdiction whose law is found to be applicable to any acts allegedly in breach of these covenants. It being the purpose of this Agreement to govern competition by Consultant anywhere throughout the world, these covenants shall be governed by and construed according to that law (from among those jurisdictions arguably applicable to this Agreement and those in which a breach of this Agreement is alleged to have occurred or to be threatened) which best gives them effect.

31. SCOPE OF AGREEMENT

If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

32. ADDITIONAL WORK

After receipt of an order which adds to the Services, Consultant may, at its discretion, take reasonable action and expend reasonable amounts of time and money based on such order. Company agrees to pay Consultant for such action and expenditure as set forth in Exhibit B of this Agreement for payments related to Services.

33. NOTICES

All notices or other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand or mailed, postage prepaid, by certified or registered mail, return receipt requested, and addressed to the Company at:

[COMPANY'S NAME AND ADDRESS]

or to the Consultant at:

[CONSULTANT'S NAME AND ADDRESS]

Notice of change of address shall be effective only when done in accordance with this Section.

34. ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

COMPANY

CONSULTANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

OBJECT: SALES PROPOSAL

Dear [CONTACT NAME],

We have completed our review of your needs concerning [TOPIC] at [COMPANY NAME] and are pleased to submit the enclosed proposal for your review.

We hope that you will find it complete and that it adequately addresses [MAIN NEEDS/PROBLEMS]. Should an element be missing or you would like us to explore another option, please feel free to contact me.

We appreciated the cooperation of your officers and employees while conducting our study, and thank you for this opportunity to be of assistance.

We look forward to forming a profitable relationship with [COMPANY NAME].

Sincerely,

Your name
Your title
(800) 123-4567
youremail@yourcompany.com

[IF SENT BY EMAIL, YOU MAY INCLUDE THE FOLLOWING]