



VENDOR AGREEMENT

This Vendor Agreement made this _____ day, of _____, 2019 by and between _____, (hereinafter called "VENDOR"), located at _____, and _____ (hereinafter called the "COMPANY") located at _____ agrees, warrants and covenants the following:

1. Term VENDOR, for the purpose of this Agreement, shall mean the VENDOR'S employees, servants, agents, and any other person or entity that the VENDOR uses or employs in any manner of form in terms of this Agreement.
2. VENDOR agrees to pay any and all Federal, State and miscellaneous taxes which are required to be paid by law, pursuant to the employment of VENDOR by COMPANY, and the VENDOR further agrees to indemnify and hold COMPANY harmless from any and all liability, litigation or claims made by any Federal or State Revenue Agency or any other entity for payment of said taxes.
3. VENDOR agrees to indemnify and hold COMPANY harmless from any and all liability or expense COMPANY may incur by reason of bodily injury (including death) to any person, or property damage, or both, solely and proximately caused by the act(s) of VENDOR'S employee(s), agents, or sub-contractors while performing work or services for them.

In addition, the VENDOR agrees to indemnify and hold COMPANY harmless from any and all claims alleged by the CLIENT, including, but not limited to, any claims of inferior services provided, poor workmanship in the services provided, inferior quality in the product produced pursuant to the services provided by the VENDOR, and the like, solely and proximately caused by the act(s) of VENDOR and/or VENDOR'S employee(s) while performing work or services pursuant to this Agreement. In addition, the VENDOR acknowledges and agrees that COMPANY shall not be liable for any acts or services performed by the VENDOR pursuant to this Agreement and agrees to indemnify COMPANY from any and all claims alleged by the CLIENT of interest which may be alleged or claimed against COMPANY.

4. VENDOR agrees to bill COMPANY monthly, by invoice for services rendered during the previous month. In addition, VENDOR agrees that it is required to supply a verified statement, executed by an authorized signatory of the CLIENT on a weekly basis evidencing and verifying the actual hours provided by the VENDOR in accordance with the invoice. VENDOR agrees that COMPANY is not required to pay any invoice which is not supported and accompanied by the aforementioned verified statement supplied by the CLIENT.

5. The VENDOR agrees that they will be paid only for actual services provided to the CLIENT, and that the VENDOR is NOT entitled to compensation for overtime premium, sick days, holidays, and CLIENT'S closing of its business for any reason. COMPANY agrees to reimburse VENDOR within forty-five (45) days after receipt of invoice

VENDOR will invoice COMPANY on a monthly basis and will submit invoices in a timely manner. No advance payments will be made with the exception that VENDOR can choose to be paid in 15 days with a 2% discount. COMPANY will pay VENDOR by direct deposit. VENDOR will only be paid for hours that are billable and paid by the CLIENT. All interaction with and billing of CLIENT shall be accomplished by COMPANY.

6. The VENDOR agrees that the provision of services pursuant to this Agreement is subject to final approval by the CLIENT, and the VENDOR agrees to hold COMPANY harmless of all liability if the CLIENT rejects VENDOR for any reason.
7. VENDOR agrees not to disclose, divulge, copy or reproduce any confidential materials or information entrusted to him, it, or its employees, agents, or sub-contractors during the term of this Agreement whether the source of said materials is COMPANY'S or its' CLIENT.
8. VENDOR agrees that any invention, improvement, or discovery, including but not limited to all software, all documentation and all programs conceived or first actually reduced to practice by VENDOR or VENDOR'S employees during the term of this Agreement and in performance and provision of VENDOR'S services thereunder, shall be assigned and shall become and remain the property of the CLIENT.
9. VENDOR further agrees, covenants, and warrants that all materials, including but without limitation, all reports, programs, materials, tapes, card decks, listings, and any other documentation prepared, created, written or reduced to human readable form by the VENDOR during the term of this Agreement and in performance of said services provided thereunder, shall remain the property of and belong exclusively to the CLIENT.
10. The VENDOR agrees, and acknowledges that this Agreement shall remain in full force and effect during the duration of its contractual arrangement with COMPANY and that it shall terminate at the completion of its performance of services for the CLIENT or upon termination by ten (10) days written notice.

Regardless of this paragraph, if, in the judgment of COMPANY the CLIENT is not capable of meeting its financial obligation, COMPANY or VENDOR at its option, shall be empowered to terminate this Agreement immediately and any financial obligations or notice to the VENDOR shall be deemed waived as of the date of termination.

11. This Agreement shall be interpreted and construed according to the laws of the State of Michigan. Any provisions or clause(s) hereof which shall be invalidated by virtue of the fact that it is prohibited by law shall be ineffective to the extent of such illegality; however, this shall in no way affect the remaining provisions of this Agreement, and this Agreement shall be interpreted as if such clause or provision were not contained herein, insofar as it is



practical. Wherever the context permits this Agreement, any word in one gender shall include the other gender.

12. During the performance of the VENDOR Agreement, VENDOR must maintain the following insurance coverage's as indicated or as required by law, whichever is greater, with insurers in good standing, possessing an A.M. best rating of not less than A, and authorized to do business under the laws of the State(s) and/or Countr(y/ies) where performance occurs:
 - a. Professional liability/errors and omissions insurance as it pertains to services performed under the VENDOR Agreement and the Project Work Statements in amounts of not less than \$2,000,000.
 - b. Workers Compensation or appropriate employer liability insurance in amounts required by law and in accordance with local and national statute.
 - c. Liability vehicle insurance in amounts of not less than \$1,000,000 and as required by law and in accordance with local and national statute.
 - d. General liability insurance in amounts of not less than \$2,000,000.
 - e. Property Insurance in a sufficient amount but not less than \$500,000 for liability that may arise as a result of the Agreement or performing Services hereunder and under Project Work Statements, in accordance with local and national statute.
 - f. COMPANY will be named additionally insured.

13. VENDOR also agrees that if VENDOR violates any covenant described above, the period of such covenant will be extended for a period equal to the period of VENDOR'S violation.

VENDOR acknowledges that damages might not be an adequate remedy for COMPANY against VENDOR for violation of any of the covenants set forth above; therefore, in addition to all the rights or remedies to which COMPANY may be entitled, VENDOR agrees that COMPANY is entitled to obtain an injunction that would prevent VENDOR from violating any of the above covenants.

14. VENDOR further agrees that should any court action be instituted by either party because of a dispute arising out of VENDOR'S (or my) relationship with COMPANY, the prevailing party shall be entitled to recover actual costs and attorney fees incurred in that court action. This Agreement sets forth the entire agreement between VENDOR and COMPANY with respect to VENDOR'S employment with COMPANY and shall be governed and construed in accordance with the laws of the State of Michigan.
15. Non-Compete: In order for the Company to protect and maintain its significant investment in marketing and management services in order to attain its Clients, Contractor agrees to refrain from placing consultants or assisting anyone with the placement of consultants, directly or indirectly to _____ (Enter Client) and any other Clients that Fast Switch provides consulting openings from to Contractor during the terms of this agreement and for 1 year after the end of any of Contractor's assignments with Fast Switch.
16. Right to hire: Vendor agrees that COMPANY or CLIENT may direct hire any Vendor resource with no additional fees incurred.



17. Resource Guarantee: Vendor agrees that if COMPANY or CLIENT is not satisfied with provided resource for any reason, COMPANY or CLIENT may terminate that resource immediately without cause. Vendor agrees to a four (4) week money-back guarantee for any resource provided.

AGREED TO AND ACCEPTED THIS

Fast Switch, Ltd. ("Company")

_____ ("**Vendor**")

Authorized
Signature: _____

Authorized
Signature: _____

Printed
Name:

Printed
Name: _____

Title:

Title: _____

Date: _____

Date: _____

Witnessed By: _____
