

MEMO

TO: **Prospective neteffects Supplier**

FROM: Stephanie Schroeder, Vice President, Sales/Marketing and Operations

RE: Supplier Agreement Instructions — **PLEASE READ CAREFULLY**

Enclosed is our Supplier Agreement. This agreement is structured as a master agreement with a one-page Work Order each time we subcontract someone from you. This will make the contracting process much more efficient and faster.

In addition, each of your employees will also be required to execute an Agreement of Supplier's Employee form prior to their starting on the assignment.

Here are the highlights of the new agreement:

- We will pay you promptly and according to a printed schedule
- You and your employees will not disclose confidential information
- You will not compete with us at our clients
- You will not hire our people
- You will carry appropriate levels of insurance
- Anyone you supply to us will be your direct W2 employee (i.e. no subcontractors.) If you subcontract any of your resources and we discover this then your Supplier Agreement will be immediately terminated.
- You will only provide us with people who are legal to work in the US
- You will provide us with documentation that substantiates the legality of your workers

INSTRUCTIONS FOR COMPLETING THE NEW CONTRACT PACKAGE

Supplier Copy — For your file:

- a. Fill in your proper company name, address, email address and federal tax id on the first page of the agreement.
- b. Have an officer of your company sign on page 5 of the agreement and print his/her name and the date.
- c. Return the contract to Neteffects. We will send an acknowledgement for your files.
- d. You do NOT need to sign the exhibits at this time. They are there as examples only. When we contract a consultant from you we will give you a filled-in Exhibit A and Exhibit **B** for that consultant.

If you have any questions please do not hesitate to contact this office.



neteffects

Business Challenges. People Solutions.

Sign and Return 02082010

SUPPLIER AGREEMENT

This AGREEMENT made effective _____, between **neteffects, inc.**, with offices at 500 Chesterfield Center, Suite 350, Chesterfield, Missouri, 63017 (hereinafter "NETEFFECTS") and _____ (hereinafter "SUPPLIER") with offices at _____

Address line 1: _____

Address line 2: _____

City: _____, State: _____ Zip: _____

Email Address: _____

And whose Federal Tax ID No. is _____.

WHEREAS NETEFFECTS' business is locating Technical Services Personnel (hereinafter "TSP") for various clients, including the client (hereinafter "Client") listed in any Work Order (Exhibit A) executed by NETEFFECTS and SUPPLIER and attached to this Agreement, to provide technical services to Client according to the Client's specifications; and

WHEREAS SUPPLIER agrees that NETEFFECTS will spend substantial resources and time evaluating, qualifying, proposing and/or providing SUPPLIER's TSPs to Client, and that NETEFFECTS was selected by Client to provide such personnel to Client; and

WHEREAS SUPPLIER is in a similar business and desires to join efforts with NETEFFECTS for the purpose of providing qualified candidates for the Client of NETEFFECTS; and

WHEREAS NETEFFECTS and SUPPLIER wish to enter into an Agreement pursuant to which SUPPLIER will introduce TSP candidates to NETEFFECTS and NETEFFECTS may submit said TSP to provide their services to Client.

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties agree as follows:

- 1) DIRECT CONTACTS** The SUPPLIER agrees that it will not communicate in any fashion with the Client's technical or administrative (including contracting, procurement, human resources, etc.) personnel concerning any effort to provide technical services to Client by any of SUPPLIER's TSPs except that SUPPLIER's TSPs may communicate with the Client concerning those technical services already being performed by SUPPLIER through NETEFFECTS under this Agreement. SUPPLIER will communicate directly and exclusively through NETEFFECTS in regard to any additional services not already being performed by SUPPLIER under this Agreement.
- 2) BILLING AND PAYMENT** If SUPPLIER's candidates are selected by Client to provide services, SUPPLIER will be compensated by NETEFFECTS in accordance with a Work Order (Exhibit A) to be attached hereto for each individual who provides such services through NETEFFECTS. NETEFFECTS will submit compensation to SUPPLIER in the form of payments based on the billable hours approved by Client in writing on timesheets submitted by SUPPLIER's TSP.

A billable hour shall be defined as any hour the SUPPLIER's TSP has worked at the Client site that is recorded on NETEFFECTS's timesheets or a Client specified time reporting system and has been approved by an authorized representative of the Client countersigning the timesheets. Unless provided to NETEFFECTS

by the Client, the SUPPLIER or SUPPLIER's TSP must fax or email the timesheets to the NETEFFECTS no later than the second business day following the end of each period.

Supplier will not send any invoices to NETEFFECTS. Timesheets received reflecting the number of client approved billable hours worked during each period will generate an automatic payment to SUPPLIER. SUPPLIER will provide to NETEFFECTS sufficient bank identification information to allow NETEFFECTS to pay SUPPLIER via an electronic payment. This is critical information for Client billing and NETEFFECTS' payment to SUPPLIER.

Supplier hereby acknowledges receipt from NETEFFECTS of a detailed schedule relating to Time reports, Invoices and Pay dates referred to as the "TIP Schedule" (Exhibit C). SUPPLIER further acknowledges that it must follow the procedures set forth in the TIP Schedule in order for SUPPLIER to be paid timely in accordance with the provisions of this Agreement. NETEFFECTS shall pay SUPPLIER according to the pay dates in the TIP Schedule. The TIP Schedule will change annually on a calendar basis.

- 3) WARRANTY OF SERVICES** NETEFFECTS shall submit SUPPLIER's TSPs to Client according to the qualifications, experiences, and project requirements of the Client. It is within NETEFFECTS's discretion whether to propose such personnel to Client. The work to be performed by the TSP providing services under this Agreement shall be set forth by Client and stated in a Work Order (or similar form). If Client chooses to terminate the services of SUPPLIER's personnel for any reason, including but not limited to unsatisfactory performance, SUPPLIER will be compensated only for services approved and paid for by Client.
- 4) CONFIDENTIALITY** SUPPLIER and its TSPs agree not to disclose to any third party information relating to NETEFFECTS, its agents, or its clients, if such information could reasonably be construed as confidential. For the purpose of this paragraph, Confidential information includes, but is not limited to, the identity, prior requirements, and present or future particular needs, of NETEFFECTS or NETEFFECTS' Clients, the identity of and background information about management personnel of NETEFFECTS' Clients; information regarding the existence of and details about any openings for which a candidate may be proposed or interviewed or has learned about through such interviews, the identification of NETEFFECTS' Clients in regard to openings; profit margins, pricing policies and practices, in general and as to particular Clients; sales and marketing techniques, history, data forecasts and material, in general and as to particular Clients; development plans, personnel training techniques and materials; information which relates to NETEFFECTS' or NETEFFECTS' Clients' actual or anticipated products, software, research inventions, processes, techniques, designs or other technical data; and any other proprietary information belonging to NETEFFECTS or NETEFFECTS' Clients. The SUPPLIER and SUPPLIER's technical services personnel must not disclose his/her rate of compensation to any other NETEFFECTS employee or consultant or any Client employee or other consultant on the same client site or any other NETEFFECTS Client site.

SUPPLIER shall not use the name (or any trademark, logo, or service mark) of NETEFFECTS or any NETEFFECTS Client without the prior written consent of NETEFFECTS in each instance. SUPPLIER shall not, without the prior written consent of NETEFFECTS in each instance, make any public announcement, issue any press release, make any statement to any third party, provide names for references or marketing purposes, or make or authorize the publication of any article which identifies, relates to, or otherwise gives publicity to this Supplier Agreement, NETEFFECTS or its clients.

The provisions of this paragraph will survive the termination of this Agreement.

- 5) SOLICITATION OF SUPPLIER PERSONNEL** SUPPLIER agrees that NETEFFECTS may hire or solicit for hire any SUPPLIER TSPs who were performing services through NETEFFECTS for Client pursuant to this Agreement without additional fee. NETEFFECTS agrees not to hire or solicit for hire any other SUPPLIER personnel about whom NETEFFECTS received information or to whom it was introduced as the direct result of any services performed pursuant to this Agreement.

6) NON-SOLICITATION OF PERSONNEL OR CLIENTS

(A) SUPPLIER agrees that it will not, during the term of this Agreement and surviving one year after termination, provide or attempt to provide (or advise others of the opportunity to provide) other than through NETEFFECTS, directly or indirectly, any services to any Client to which SUPPLIER is providing or has provided services through NETEFFECTS.

(B) SUPPLIER agrees that it will not, during the term of this Agreement and surviving one year after

termination, hire or solicit for hire any of NETEFFECTS' personnel, consultants, or any Client personnel about whom it has received information or to whom it was introduced as the direct result of any services performed pursuant to this Agreement.

(C) For the purposes of this paragraph, the term "Client" includes any customers, contractors, subcontractors, or clients of the Client for whom SUPPLIER's personnel performed services.

7) NOTICE OF TERMINATION This agreement may be terminated at any time by either party upon fifteen (15) days written notice, prior to the termination date; provided, however that NETEFFECTS may terminate upon shorter notice, or no notice, at the Client's request.

8) INSURANCE Before providing services, SUPPLIER will obtain for itself and its personnel at its own expense, (i) comprehensive General Liability (GL) insurance coverage for projects covered by this Agreement, for limits of liability not less than \$1,000,000.00, (ii) Motor Vehicle Public Liability with Property Damage Insurance with bodily injury coverage limits of at least \$250,000 per person and \$500,000 per accident, and property damage coverage of \$100,000 per accident or combined single limits policy with a coverage amount of \$500,000 and, (iii) if required under state law, worker's compensation coverage with limits of not less than \$100,000.00.

SUPPLIER will name NETEFFECTS as Additional Insured and provide a copy of the binder, the policy or a certificate of insurance to NETEFFECTS at least annually or within ten (10) days of request by NETEFFECTS.

9) LIABILITY Because of the independent status of SUPPLIER, it is solely and completely accountable for the services it provides to the Client. Neither NETEFFECTS nor the Client, nor any of Client's contractors, subcontractors, Customers or Clients, shall have any liability whatsoever to any party for such services provided by SUPPLIER or its personnel. NETEFFECTS will not indemnify SUPPLIER for any liability incurred by SUPPLIER, or its technical service personnel. Although NETEFFECTS will act in good faith to describe the task requirements set forth by the Client, NETEFFECTS has no right to control any aspect of the project on which SUPPLIER will be working. Moreover, SUPPLIER, via its TSP, will have the opportunity to discuss task requirements directly with the Client prior to acceptance of the project offered by the Client. SUPPLIER, therefore, releases NETEFFECTS from any liability relating to representations about the task requirements or to the conditions under which SUPPLIER will be working. SUPPLIER shall indemnify NETEFFECTS if SUPPLIER causes NETEFFECTS to breach its agreement with the Client. SUPPLIER also agrees to release NETEFFECTS from any liability for statements made by NETEFFECTS, without malice, to third parties who may inquire about SUPPLIER's performance.

10) EXPENSES No travel, living, and/or entertainment costs will be paid by NETEFFECTS. Whether the Client for whom SUPPLIER is performing services will pay any such costs is a matter between SUPPLIER, via its TSP, and the Client. SUPPLIER should include in its invoice any reimbursable expenses authorized by the Client in accordance with industry practice. NETEFFECTS will not pay for or provide training, tools, equipment or other materials to SUPPLIER. SUPPLIER's invoiced hours will include no time spent in formal training and SUPPLIER represents that it is not being provided such formal training by NETEFFECTS, the Client or anyone acting on behalf of NETEFFECTS or Client.

11) EMPLOYEES SUPPLIER agrees that any TSPs provided by SUPPLIER are direct employees of SUPPLIER and will not be subcontracted from any third party. SUPPLIER agrees that any TSPs provided by SUPPLIER are not employees of NETEFFECTS or Client; that SUPPLIER at all times retains the primary control over its personnel, including the right to recruit, qualify, hire, terminate, set compensation and benefits, establish codes of conduct, monitor, discipline, establish minimum or maximum work hours and other conditions of work; that SUPPLIER's personnel will not be entitled to any rights, benefits or privileges provided by NETEFFECTS or Client to its own employees; that neither NETEFFECTS nor Client will be liable for payment of employment taxes, worker's compensation, previous sponsorship/visa fees, or other benefits provided to SUPPLIER's personnel, and that SUPPLIER is responsible for these matters and for paying/withholding FICA, FUTA, FIT and similar taxes with respect to its Employees; that SUPPLIER's personnel will abide by the confidentiality and restrictive covenant provisions of this Agreement; and that SUPPLIER will advise its personnel and obtain their agreement to the foregoing in writing prior to the commencement of their services hereunder through execution of the Agreement for SUPPLIER's Employee (attached as Exhibit B hereto). SUPPLIER shall indemnify and hold harmless NETEFFECTS from all damages, costs and expenses resulting from any claims by SUPPLIER's personnel that such personnel for benefits and/or are covered by the Client's or NETEFFECTS' employee benefit plans.

12) COMPLIANCE WITH LAWS ON USE OF ALIEN WORKERS If applicable, for each TSP provided by the

SUPPLIER to NETEFFECTS, SUPPLIER agrees and warrants that it will comply with all laws related to work being performed by alien workers in the United States including, but not limited to, the following:

- (A) SUPPLIER is a United States of America ("USA") corporation. SUPPLIER's TSPs will be employees of such corporation, and such corporation will be their employer. Accordingly, the personnel will be on the payroll of such corporation that maintains copies in the USA of all payroll, wage and hour, and similar records required by the United States Department of Labor.
- (B) SUPPLIER's sponsored employee must have a valid H-1B visa based on a Labor Condition Application ("LCA") or another appropriate visa validly filed and maintained by SUPPLIER. For all work performed in the USA, SUPPLIER's sponsored technical services personnel will be paid the higher of the actual or prevailing wage in accordance with the LCA for such work in the locality where the work is being performed. SUPPLIER represents that such wage will be properly stated on the LCA required to be filed with the Department of Labor for such employee, and such wage does not and will not include the value of any non-cash or in-kind benefits such as apartment or auto rentals, or any amounts reimbursed to the employee as per diem expenses, or the value of any other such fringe benefits.
- (C) SUPPLIER represents that it is responsible for and in control of the payment of wages to its employee(s) under this Agreement, and that all required federal, state and local taxes, whether income, employment, excise or of any other type, will be paid by SUPPLIER as the employer of all personnel under this Agreement.
- (D) SUPPLIER agrees that NETEFFECTS may require the TSP provided pursuant to this Agreement to execute such forms as NETEFFECTS may request to confirm the representations in this Agreement, including USCIS Form I-9 as an example.
- (E) For each employee under this Agreement, NETEFFECTS may request and SUPPLIER will provide a copy of the LCA, Approval Notice for H1B, pay records and any other records required to substantiate to NETEFFECTS that SUPPLIER is in compliance with all immigration, labor and payroll laws.
- (F) SUPPLIER agrees that any breach of the above provisions in paragraphs A through E are serious and could cause NETEFFECTS to breach its contract with its Client. In such a case, SUPPLIER will allow NETEFFECTS to directly employ the affected technical services personnel provided NETEFFECTS is successfully able to obtain a valid visa within an appropriate time.

- 13) ASSIGNMENT** NETEFFECTS is entering this Agreement based upon the expertise of SUPPLIER. Accordingly, SUPPLIER shall not, without prior written consent of NETEFFECTS, assign this Agreement or any right or interest hereunder nor delegate any duty to be performed by SUPPLIER hereunder. NETEFFECTS shall have the right to assign its rights and delegate its duties under this Agreement either in whole or in part at any time upon notice to SUPPLIER. SUPPLIER shall not be excused from performing any of its duties hereunder because of this assignment.
- 14) NOTICES** Any requirement to "notify" or for "notice" or "notification" in connection with the subject matter of this Agreement shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five (5) days following the deposit of the same into the United States mail, certified mail, return receipt requested, addressed to such party at the address set forth on page 1 of this Agreement. Either party may designate a different address by notice to the other given in accordance herewith.
- 15) SEVERABILITY** If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
- 16) RIGHTS TO OWNERSHIP OF DOCUMENTATION** SUPPLIER and NETEFFECTS hereby agree that all material, documentation and other tangible expressions of information including but not limited to software programs and software documentation, technical data or marketing data as applicable, whether in final production or draft, which result from any work performed by NETEFFECTS or SUPPLIER for the Client, shall be deemed to be works made for hire and all rights, title and interest shall belong exclusively to Client unless other arrangements have been agreed to by all parties in writing. The provisions of this paragraph shall survive the termination of this Agreement.
- 17) COMPLETE AGREEMENT AND AMENDMENT** This Agreement and any written Work Orders,

Addendums or Exhibits executed hereunder, contain the entire agreement between the parties hereto with respect to the matters covered herein. SUPPLIER acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This Agreement shall not be modified in any way except as agreed to in writing and signed by both parties and stating expressly that it constitutes a modification of this Agreement.

- 18) LAW** This Agreement, shall be deemed to have been made and entered into at the corporate office of NETEFFECTS, in St. Louis, Missouri. The parties and Consultant agree that the laws of the State of Missouri shall govern this Agreement. Each party and Consultant hereby consents and subjects itself and himself to the jurisdiction of the State of Missouri with respect to any claim or cause of action arising out of this Agreement.
- 19) BREACH** Since monetary damages are difficult to ascertain and are likely to be inadequate to compensate either party in the case of any breach of this Agreement by the other party, the parties agree that either party shall be entitled to injunctive relief (both temporary and permanent) for any breach or proposed breach of this Agreement. In addition, the party who is found to have breached this Agreement shall be liable for any damages, costs and fees incurred by the other non-breaching party and relating to such breach. Each party also agrees to indemnify and hold harmless the other for any and all losses, costs and other liabilities incurred, including costs and fees, relating to any breach of the obligations set forth herein.
- 20) CLIENT REQUESTED TESTING** SUPPLIER agrees that at the request of Client, NETEFFECTS will screen, including drug testing, qualifications, and experience (as appropriate and legally permissible), all TSPs presented to ensure that each TSP is fully qualified to perform the requested technical services. The actual costs of this screening will be deducted from SUPPLIER payments. SUPPLIER agrees that its TSPs will cooperate in completing any forms necessary for this testing.
- 21) ANTI-KICKBACK POLICY**
NETEFFECTS' policy prohibits any person or organization from (i) providing or attempting to provide or offering to provide any kickback (ii) soliciting, accepting or attempting to accept any kickback; or (iii) including, directly or indirectly, the amount of any kickback in any contract awarded by the neteffects. "Kickback," for the purposes of this Agreement, means any money, fee, commission, credit, gift, gratuity, object of value, offer of employment, or compensation of any kind which is provided or offered, directly or indirectly, to SUPPLIER, TSP or any NETEFFECTS employee, client, subcontractor or subcontractor employee, vendor or vendor employee, or consultant for the purpose of improperly obtaining or rewarding favorable treatment in connection with NETEFFECTS.

Should SUPPLIER or SUPPLIER'S personnel violate this policy, SUPPLIER will be subject to termination. In addition, any NETEFFECTS personnel, applicant, contractor, consultant, or vendor in violation of this policy may be subject to additional civil or criminal penalties as provided under U.S. law.
- 22) RETURN OF MATERIALS**
SUPPLIER agrees that it will be responsible for the return of any Client owned materials within five (5) days of the termination of this Agreement or any individual Work Order. SUPPLIER agrees that if it is unable to return all Client Owned materials that a fifty (50.00) dollar charge will be withheld from its payments for each applicable Work Order.

For and on behalf of:

neteffects, inc.

By: _____
Signature

Stephanie Schroeder
Vice President

Date: _____

For and on behalf of:

[Company Name]

By: _____
Authorized Signature

Printed Name: _____
Title: _____

Date: _____

DO NOT FILL IN OR SIGN — EXHIBIT ONLY

**WORK ORDER
Exhibit A**

In accordance with the SUPPLIER Agreement signed between the undersigned parties , it is agreed as follows:

1 . SUPPLIER, _____ is contracted to perform work for _____ ("Client"), beginning _____, and terminating on the "end date" of ("minimum time requirement") _____ at a rate of _____ per hour ("SUPPLIER's rate") and not to exceed the lump sum and hours listed below, to accomplish the following end result for the Client on the following Client Project: _____. SUPPLIER agrees that in the event the commencement date is postponed, NETEFFECTS will inform SUPPLIER immediately and SUPPLIER's TSP agrees that he/she will commence performing services on the revised commencement date as determined by the Client or SUPPLIER will provide a mutually agreeable replacement for the TSP. Estimated maximum funds/hours allocated under this Work Order as Lump Sum for completion of services on the Project are: _____ Lump Sum or _____ hours. As stated in Section 7 of the SUPPLIER Agreement, the Client may terminate this contract at any time if for any reason the services of the SUPPLIER are no longer desired.

2 . Unless otherwise notified, when the minimum time requirement has elapsed, this Work Order shall be deemed to have been automatically extended beyond the original "end date" on a month-to-month basis to a new "end date" on the same terms and conditions stated herein and in the SUPPLIER Agreement referenced above, until such time as the above-mentioned project is completed or SUPPLIER provides 15 days prior written notice of a refusal to extend this Work Order. For the purposes of this Work Order, "month-to-month" means the period beginning on the next calendar date immediately after the previous "end date" and terminating on the same calendar date of the next month (or, if there is no such date, the closest date thereto in the month), which is the new "end date". SUPPLIER's 15 day written notice shall commence on the actual calendar date that it is received and 15 days thereafter shall be the new "end date". The purpose of this paragraph is not to extend the end date indefinitely and create a continuous relationship, but is instead to cover situations where the original estimates for project completion require adjustment.. Should completion of this project extend beyond 12 months, any rate increases thereafter are dependent upon increases made by the Client.

3 . SUPPLIER'S TSP shall submit a client approved timesheet verifying the number of hours of consulting services provided by SUPPLIER to the Client. Client approved timesheets are to be submitted via instructions provided to NETEFFECTS no later than 10:00 am on the second day after the end of each payment period. SUPPLIER will be paid based on schedule provided if appropriate client approved timesheet is received within timeline stated. No invoice is needed from SUPPLIER to receive payment.

4 . SUPPLIER's TSP and the Client will discuss the hours and location where the work is to be performed and NETEFFECTS shall not be involved.

5 . SUPPLIER agrees to complete the project and produce the end result required by the Client.

6 . SUPPLIER's rate is confidential between SUPPLIER and NETEFFECTS and shall not be divulged to any other party, including the Client.

7 . The following TSP of SUPPLIER who will work on this project has been informed and understands their obligations under this Work Order and the SUPPLIER Agreement:

Name: _____

The undersigned have read, understands, and agrees to the terms and conditions herein.

For and on behalf of:

neteffects, inc.

For and on behalf of:

[Company Name]

By: _____
Signature

By: _____
Authorized Signature

Stephanie Schroeder
Vice President

Printed Name: _____
Title: _____

Date: _____

Date: _____

AGREEMENT OF SUPPLIER'S EMPLOYEE
EXHIBIT B

In accordance with a SUPPLIER Agreement dated ____, signed between neteffects, inc. ("NETEFFECTS") and _____ (hereinafter "SUPPLIER") under which SUPPLIER has agreed to provide its technical services personnel on a case-by-case basis to perform services for NETEFFECTS' clients ("Clients"), this Exhibit B applies to employee (hereinafter "SUPPLIER Employee" or "Employee"), with SSN #_____, who agrees as follows in consideration for NETEFFECTS providing information to Employee and an opportunity to provide services to Client or NETEFFECTS' introduction of Employee to Client for an interview about the opportunity to provide services.

1) NONSOLICITATION OF PERSONNEL OR CLIENTS.

A) During the term of SUPPLIER Employee's performance of services for a Client on behalf of NETEFFECTS and for one year after the termination of the performance of such services, SUPPLIER Employee agrees that he/she will not (i) provide or attempt to provide (or advise others of the opportunity to provide) other than through NETEFFECTS, directly or indirectly, any services to any Client to which SUPPLIER Employee is providing or has provided services through NETEFFECTS, or (ii) retain or attempt to retain, directly or indirectly for himself/herself or for another party, the services of another one of NETEFFECTS' employees or contractors to which SUPPLIER Employee has been introduced or about which SUPPLIER Employee has received information either through NETEFFECTS or through any Client for which SUPPLIER Employee has performed services through NETEFFECTS.

B) For purposes of this paragraph 1, the term "Client" includes any affiliates, customers and clients of the Client for whom Supplier Employee has provided services.

2) REPRESENTATIONS SUPPLIER Employee acknowledges that information provided by him/her (including, but not limited to, resume, interview, references, etc.) in consideration for providing services to or on behalf of the Client is true to the best of SUPPLIER Employee's knowledge and that he/she is not restricted by any employment or other agreement from providing services to NETEFFECTS's Client and understands that any misstatements or lack of candor by SUPPLIER Employee of his/her qualifications or availability may be grounds for immediate termination of services by NETEFFECTS or by the Client.

3) NONDISCLOSURE OF CONFIDENTIAL INFORMATION SUPPLIER Employee will not disclose to any third party, without the prior written consent of NETEFFECTS or Client, any information relating to the business of NETEFFECTS, the Client, the customers and clients of the Client, or other vendors, suppliers, or Employees, if such information could reasonably be construed as confidential and was obtained in the course of SUPPLIER's Employees providing services to Client, interviewing with NETEFFECTS or Client, or contracting with SUPPLIER. For the purpose of this paragraph, Confidential information includes, but is not limited to, the identity, prior requirements, and present or future particular needs, of NETEFFECTS or NETEFFECTS's Clients, the identity of and background information about management personnel of NETEFFECTS's Clients; information regarding the existence of and details about any openings for which a candidate may be proposed or interviewed or has learned about through such interviews, the identification of NETEFFECTS's Clients in regard to openings; profit margins, pricing policies and practices, in general and as to particular Clients; sales and marketing techniques, history, data forecasts and material, in general and as to particular Clients; development plans, personnel training techniques and materials; information which relates to NETEFFECTS or NETEFFECTS' Clients' actual or anticipated products, software, research inventions, processes, techniques, designs or other technical data; and any other proprietary information belonging to NETEFFECTS or NETEFFECTS' Clients. Employee further agrees he/she will not reproduce in any way, divulge, or remove from the premises of NETEFFECTS, any Client, or the customers and clients of any Client, at any time during the interview, or during or after providing services, any tangible or intangible property whatsoever (except personal effects) which could reasonably be construed as constituting confidential information of NETEFFECTS, the Client, or the customers or clients of the Client. SUPPLIER Employee also will not disclose to any NETEFFECTS Employee, Contractor, Client, Customer or Client of the Client his/her rate of compensation.

4) BENEFITS SUPPLIER Employee hereby confirms of being advised by SUPPLIER and agrees that neither SUPPLIER nor any of its personnel is an employee of NETEFFECTS or the Client or is entitled to any benefits provided or rights guaranteed by NETEFFECTS or the Client, or by operation of law, to their respective employees, including but not limited to group insurance, liability insurance, disability insurance,

paid vacations, sick leave or other leave, retirement plans, health plans, premium "overtime" pay, and the like. Furthermore, SUPPLIER Employee hereby waives any claim to the same to above-mentioned benefits or rights to the full extent permitted by law, even if it should be determined that he/she is an employee of NETEFFECTS or Client for any purpose. It is understood and agreed that since the SUPPLIER Employee is an employee of SUPPLIER, NETEFFECTS will make no deductions from fees paid to SUPPLIER for any federal or state taxes or FICA relating to SUPPLIER Employee, and NETEFFECTS and the Client have no obligation to provide Worker's Compensation coverage for SUPPLIER Employee or to make any premium "overtime" payments. It is agreed that it is the SUPPLIER's responsibility to provide Worker's Compensation and, if applicable, pay any premium "overtime" rate, for its employees who work on the project covered by this Agreement and to make required FICA, FUTA, income tax withholding or other payments related to such employees, (and to provide NETEFFECTS with suitable evidence of the same whenever requested). In the event of any claims brought or threatened by any party against NETEFFECTS or the Client relating to the status, acts or omissions of SUPPLIER or SUPPLIER Employee, SUPPLIER Employee agrees to cooperate in all reasonable respects, including to support the assertions of employment status made in this Agreement.

- 5) **SURVIVAL OF CERTAIN PROVISIONS** The provisions in paragraphs 1, 3, 4 and 6 shall survive the termination of this Agreement of SUPPLIER's Employee.
- 6) **OWNERSHIP OF INTELLECTUAL PROPERTY, ETC. SUPPLIER** Employee agrees that, pursuant to the Client's requirement that, (a) all documents, deliverables, software, systems designs, disks, tapes and any other materials (collectively, "materials") created in whole or in part by SUPPLIER Employee in the course of or related to providing services to the Client shall be treated as if it were "work for hire" for the client, and (b) SUPPLIER Employee will immediately disclose to NETEFFECTS and the Client all discoveries, inventions, enhancements, improvements and similar creations (collectively, "creations") made, in whole or in part, by SUPPLIER Employee in the course of or related to providing services to the Client. All ownership and control of the above materials and creations, including any copyright, patent rights and all other intellectual property rights therein, shall rest exclusively with the Client, and SUPPLIER Employee hereby assigns to the Client all right, title and interest that SUPPLIER Employee may have in such materials and creations to the Client, without any additional compensation and free of all liens and encumbrances of any type. Employee affirms that the compensation it has negotiated for the services performed under this Agreement includes payment for assigning such rights to the Client. SUPPLIER Employee agrees to execute any documents required by the Client to register its rights and to implement the provisions herein.
- 7) **INDEMNIFICATION SUPPLIER** Employee agrees to indemnify and hold harmless NETEFFECTS for any and all loss, costs and other liability incurred or threatened, including attorney's fees, related to violations of the obligations set forth in this Agreement of SUPPLIER's Employee.
- 8) **SEVERABILITY** If any term or provision of this Agreement of SUPPLIER's Employee shall be found by a court of competent jurisdiction to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement of SUPPLIER's Employee, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth herein.
- 9) **LAW** This Agreement of SUPPLIER's Employee shall be governed by the internal laws of the state of Missouri without regard to its conflict of law rules, regardless of where the work is performed. Employee agrees to the exercise of personal jurisdiction over him/her by the courts in the state of Missouri to the full extent permitted by law.
- 10) **ACKNOWLEDGEMENT** As an Employee of the SUPPLIER who will work on this project, I have been informed by SUPPLIER of, and understand and agree to, my obligations hereunder.

Name: _____

Date: _____



OSP Pay Schedule 2018

Start and End Date Pay Period plus Timesheet Due Date Schedule

DO NOT SEND AN INVOICE – WE PAY FROM CLIENT APPROVED TIMESHEETS

****see note below**

NOTE: Pay schedule may be several weeks in arrears.

PAY PERIOD		TIME SHEET DUE DATE - MONDAY	Semi-monthly PAY DATE
START	END		
12.11.17	12.17.17	12.18.17	
12.18.17	12.24.17	12.26.17	1.12.18
12.25.17	12.31.17	1.2.18	
1.1.18	1.7.18	1.8.18	
1.8.18	1.14.18	1.15.18	1.31.18*
1.15.18	1.21.18	1.22.18	
1.22.18	1.28.18	1.29.18	2.15.18
1.29.18	2.4.18	2.5.18	
2.5.18	2.11.18	2.12.18	2.28.18
2.12.18	2.18.18	2.19.18	
2.19.18	2.25.18	2.26.18	3.15.18
2.26.18	3.4.18	3.5.18	
3.5.18	3.11.18	3.12.18	3.30.18
3.12.18	3.18.18	3.19.18	
3.19.18	3.25.18	3.26.18	4.13.18
3.26.18	4.1.18	4.2.18	
4.2.18	4.8.18	4.9.18	4.30.18
4.9.18	4.15.18	4.16.18	
4.16.18	4.22.18	4.23.18	
4.23.18	4.29.18	4.30.18	5.15.18*
4.30.18	5.6.18	5.7.18	
5.7.18	5.13.18	5.14.18	5.31.18
5.14.18	5.20.18	5.21.18	
5.21.18	5.27.18	5.29.18	6.15.18
5.28.18	6.3.18	6.4.18	
6.4.18	6.10.18	6.11.18	6.29.18



OSP Pay Schedule 2018

Start and End Date Pay Periods plus Timesheet Due-Date Schedule

PAY PERIOD		TIME SHEET DUE DATE - MONDAY	Semi-monthly PAY DATE
START	END		
6.11.18	6.17.18	6.18.18	
6.18.18.	6.24.18	6.25.18	7.13.18
6.25.18	7.1.18	7.2.18	
7.2.18	7.8.18	7.9.18	
7.9.18	7.15.18	7.16.18	7.31.18*
7.16.18	7.22.18	7.23.18	
7.23.18	7.29.18	7.30.18	8.15.18
7.30.18	8.5.18	8.6.18	
8.6.18	8.12.18	8.13.18	8.31.18
8.13.18	8.19.18	8.20.18	
8.20.18	8.26.18	8.27.18	9.14.18
8.27.18	9.2.18	9.4.18	
9.3.18	9.9.18	9.10.18	9.28.18
9.10.18	9.16.18	9.17.18	
9.17.18	9.23.18	9.24.18	10.15.18
9.24.18	9.30.18	10.1.18	
10.1.18	10.7.18	10.8.18	
10.8.18	10.14.18	10.15.18	10.31.18*
10.15.18	10.21.18	10.22.18	
10.22.18	10.28.18	10.29.18	11.15.18
10.29.18	11.4.18	11.5.18	
11.5.18	11.11.18	11.12.18	11.30.18
11.12.18	11.18.18	11.19.18	
11.19.18	11.25.18	11.26.18	12.14.18
11.26.18	12.2.18	12.3.18	
12.3.18	12.9.18	12.10.18	12.31.18

*If the pay date falls on Saturday, Sunday or a Monday Holiday then the pay date will be on Friday.

Please note that Neteffects uses the same weekly cutoff as our client. If the client cuts the week off on Friday, then we will use Friday as the weekly cutoff. If the client uses Sat or Sunday as the weekly cutoff, then we will use Sat or Sunday. **All work done on weekends will be paid the same as the timesheet. No timesheet will be split for weekends.