

CONTRACTOR SERVICES AGREEMENT

THIS CONTRACTOR SERVICES AGREEMENT, referred herein as "Agreement", made on this date _____ by and between _____, referred herein as the "Company", _____, referred herein as the "Contractor", located at _____ with their Federal Tax ID # _____

INTRODUCTION

- A. The "Company" is engaged in the business of providing data processing consultants to companies or individuals hereinafter referred to as the Company's "Client(s)".
- B. The "Company" provides such services in part by contracting with others to perform such services for one or more "Clients".
- C. The "Contractor" is in the business of providing data processing "Consultants" to companies or individuals.
- D. The "Contractor" will take full legal responsibility for all its "Consultants" provided to "Company" & "Client" in terms of their legal work status in the United States.
- E. The "Company" and the "Contractor" desire to enter into a relationship whereby the "Company" will contract with the "Contractor" to provide data processing "Consultants" to one or more "Clients" hereinafter named.

NOW, THEREFORE, the parties agree as follows:

1. Project.

The "Company" receives temporary project orders from the "Client(s)" listed in the Work Order – ***Attachment-A***, referred herein as the "Project(s)". Upon request of the "Company", the "Contractor" shall provide data processing consultants who possess the requisite training, skills and abilities and who shall be qualified to service the "Project". ***Attachment-A*** hereto outlines the consultants to be provided for the "Projects".

2. Status as Independent Contractor

The "Contractor" hereby represents that it is an independent contractor and that the relationship between the "Company" and the "Contractor" created by this "Agreement" is an independent contractor relationship.

(a) Status. The relationship of the parties is not that of principal and agent, or of joint ventures or of partners, but is that of independent contractors. Neither party shall be deemed to be the legal representative of the other. It is expressly agreed that this "Agreement" and the relationship between "Company" and "Contractor" hereby established do not constitute a partnership, joint venture, agency or contract of employment between them.

(b) Control. The "Company" is interested in providing only quality consultants to its "Clients". "Contractor" is obligated to provide quality service within industry standards. "Contractor" is responsible for supplying data processing consultants who are qualified to service the "Project". "Contractor" is solely responsible for the conduct of its consultants, employees or agents during the performance of this "Agreement".

(c) Benefits. Neither the “Contractor” nor its employees or agents are entitled to the benefits provided by the “Company” to its employees or by “Clients” to their employees, including but not limited to Workmen’s Compensation Insurance, Unemployment Insurance, and Health and Welfare Benefits.

3. Warranties and Representations.

The “Contractor” hereby warrants and represents to the “Company” as follows:

(a) Workers’ Compensation Insurance. The “Contractor” has and maintains Workers’ Compensation Insurance as required by the laws of the state in which the “Contractor’s” performance of services will take place. This insurance protects the “Contractor”, “Company” and its “Clients” from any and all Workmen’s Compensation Act or similar claims including personal injury and death. “Contractor” has and also maintains unemployment insurance as required by the laws of the state(s) where their “Contractor’s” performance will take place.

(b) Other Insurance. “Contractor” has and maintains such other insurance as is necessary to protect the “Company” and its “Clients” fully from any liability for claims that may arise out of or in connection with the performance of this “Agreement”.

(c) Taxes. “Contractor” has made, and will continue to make, all necessary income and other tax payments and withholdings, including, but not limited to, state and federal income, estimated income, FICA, FUTA, SDI, state unemployment and other payroll-based or related taxes and insurance.

(d) Authority. “Contractor” is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation and is authorized to conduct business in the state(s) in which its services are to be provided. Contractor has the corporate power and authority to deliver this “Agreement” and to consummate the transactions contemplated hereby. The officer of the “Contractor” signing this “Agreement” as an authorized signatory has the requisite authority to execute this document on behalf of the “Contractor”.

e). Trial Period In the event “Client” is not satisfied with the services of consultant during the first two weeks (10 business days) from the actual start date & terminates the “Agreement”, the “Contractor” shall not invoice or bill the “Company” for such services. This is deemed to be a trial period. However if the “Client” finds his work satisfactory, normal billing cycle from day one would continue.

4. Payment of Fees.

Fees for the Consultant’s work at the project will be paid as per the rate mentioned in the Purchase Order – *Schedule A*, decided prior to the commencement of the “Project”. Contractor shall bill the Company every 30 days (monthly) for which the Client(s) has authorized the time sheets of the Consultant. Payment in full shall become due on the 45th day from the date of receipt of the invoice by the Company.

Contractor understands that the control of payments is in the hands of the Client(s), so while Company at the request of the Contractor may release payments without receiving the corresponding payments from its Client(s), Contractor agrees that if the Client(s) does not pay or underpays the Company, with respect to any timesheet or invoice submitted by Contractor, Contractor shall also not be entitled to such compensation from the Company. Any such amount already paid may be either be set off against future payment due to the Contractor or returned back to the Company, if no further payments are due.

5. Termination.

Except as otherwise provided herein, this Agreement shall expire at the completion of the “Project(s)”. Both parties however agree that the “Client” may terminate this contract at any time with or without cause. “Contractor” may voluntarily terminate work under *Attachment A* only in the event the employee/consultant of “Contractor”, whose name appears on the *Schedule A*, is no longer employed/engaged, directly or indirectly, by “Contractor”. “Contractor” shall provide to “Company” a minimum of two weeks notice in the event of any such termination.

6. **Confidentiality.**

“Contractor” acknowledges that it may, in the course of performing its responsibilities under this “Agreement”, be exposed to or acquires information, which is proprietary to or confidential to the “Client” or its affiliated companies or to third parties to which the “Client” owes a duty of confidentiality. Any knowledge of any information of any form obtained by “Contractor” or its consultants in the performance of this “Agreement” shall be deemed to be confidential and proprietary information. “Contractor” agrees to hold the confidential information in strict confidence and not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third parties or to use such information for any purposes whatsoever other than the provision of services to the “Client” and to advise each of its consultants who may be exposed to the “Client’s” confidential information of their obligations to keep such information confidential.

7. **Works for Hire.**

Software and documentation for such software developed by the “Contractor” for the terms of this “Agreement” shall be the sole and exclusive property of the “Company”, unless otherwise agreed to in writing by the parties. Software and documentation for such software developed by the “Contractor” for “Clients” of the “Company” while providing services under the terms of this “Agreement” shall be the sole and exclusive property of the “Company” and/or the “Clients” of the “Company” as specified by the “Company” to the “Contractor”.

8. **Professional Ethics.**

Any “Contractor” discussion with “Client’s” or “Company’s” staff concerning employment and compensation with “Contractor” is inappropriate and unethical and “Contractor” agrees that it shall not solicit for employment, either directly or indirectly, personnel of “Client” or “Company” during the contract period and for one full year after the end of the services provided by “Contractor”. The “Company” on the other hand will also not hire “Contractor” consultant selected on the project assignment. However the “Company” does not have the right nor any control on the “Client” or Client’s Client” in making an offer to the “Contractor” consultant. The granting of this right to make an offer does not obligate the “Consultant” to interview for, or accept an offer of employment with the “Client” or “Client’s Client”. “Contractor” also agrees not to solicit business from active “Company Clients” (where contract personnel have been assigned or introduced) during the contract period and for one full year after the end of the services provided by “Contractor”. “Company” shall be entitled to damages at law as well as injunctive relief in the event that the “Contractor” violates any of the terms of this section.

9. **Indemnification.**

“Contractor” hereby indemnifies and holds the “Company” and each “Client” harmless for any and all loss, costs, expense, damage or any other form of liability incurred by, or threatened against, the “Company” or the “Client”, including interest and penalties on or relating to any such liability, as a result of personal injury, including death, property damage or claims of infringement of third parties’ proprietary rights including, but not limited to, patent, copyrights or trademarks and any dispute “Contractor” may have with any “Client” arising out of, incident to , or in connection with any act or omission, negligent or otherwise of “Contractor” or its officers, agents or employees in performance of this “Agreement”.

IN NO EVENT WILL “COMPANY” BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF “COMPANY” HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Miscellaneous Provisions.**

(a). **Assignment.** The "Contractor" may not transfer or assign this "Agreement" or any of its rights or obligation to any third party hereunder unless such transfer or assignments is agreed to in writing in advance the "Company". Notwithstanding the foregoing, the services to be performed by the "Contractor" may be performed by any affiliate of "Contractor".

(b). **Payment of Salaries.** "Contractor" represents, warrants and covenants that it will timely pay all of its personnel salaries in full and fully pay any and all payroll and withholding taxes due on said personnel. In the event "Contractor" does not timely pay any of its personnel salaries in full, or does not timely and fully pay any and all payroll or withholding taxes due on said personnel, "Company" may intervene and make restitution to those personnel or the appropriate taxing authority. "Company" will keep all applicable revenue received from Client for each affected Contractor personnel should this situation occur. "Company" reserves the right to require "Contractor" to, within 24 hours notice, produce proof of timely and complete payment of any and all of Contractor's payroll and/or withholding tax obligations. Should "Contractor" fail to pay its personnel in a timely manner resulting in the termination of such individual's (s) relationship with Contractor, then "Company" shall be permitted to engage such personnel.

(c). **Record Retention.** "Contractor" agrees to maintain all accounting records in accordance with generally accepted accounting principles necessary to disclose the basis for any charges or expenses billed to "Company" under this Agreement upon reconciliation of books at a later date. "Contractor" shall retain such records for a period of three (3) years after the termination or expiration of this Agreement and any excess amounts paid to "Contractor" in error during the assignment period will be returned immediately upon detection during reconciliation of accounting books by auditors within this 3-year period.

(d) **Immigration Laws** - "Contractor" represents, warrants and covenants that it will comply with the statutes, rules and regulations of US laws of land concerning the provision and employment of workers pursuant to the "Contractor Services Agreement", including applicable requirements for the completion of I-9 forms.

Contractor agrees to maintain and if necessary provide upon request to the "Company", a copy of the "Consultant's" I-9 form completed and signed by both "Consultant" and representing authority from "Contractor", along with a minimum of 2 supporting evidences of identity and employment eligibility. This information will be used by "Company" as a record of their basis for determining eligibility of the "Consultant" to legally work in the United States; and to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

(e) **Modification.** No modification of this "Agreement" shall be valid unless agreed in writing and signed by the "Company" & the "Contractor".

(f) **Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

(g) **Survival of Covenants.** The provisions contained in points 4, 6, 7, 8, 9, and 10 including all sub-points hereof shall survive the termination of this "Agreement".

(h) **Applicable Law.** This "Agreement" shall be construed in accordance by the laws of the State of New Jersey and governed by the ruling & jurisdiction of New Jersey courts. Except for its choice of law

principles, regardless of where the work is performed, and any litigation shall be brought in the state or federal courts of the State of New Jersey.

(i). Neutral Construction. The parties to this Agreement agree that it was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the parties' negotiations. Each party warrants and represents that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement shall not be construed against a party on the grounds that the party drafted or was more responsible for drafting the provision(s).

IN WITNESS WHEREOF, the said parties execute this "Agreement"

High Bridge Consulting, LLC ("Company")

("Contractor")

Authorized Signatory

Authorized Signatory

Name

Name

Date

Date: