Subcontractor Agreement

This Subcontractor Agreement (herein the “Agreement”) is made and entered into the \_\_**\_** day of \_\_\_\_\_, 20\_\_, by and between Velossent LLC (“Contractor”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with its principal place of business located at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Subcontractor”).

**WHEREAS**, Contractor wishes to retain the Subcontractor for the purpose of providing Subcontractor Personnel to perform information technology services at work sites of Contractor’s client, named in the attached Statement Of Work, including for purposes of this Agreement any of its parent(s), affiliates, subsidiaries, divisions, partners, joint ventures, and any of its or their predecessors, successors and assigns (herein collectively “Client”), under terms designated by Contractor in one or more Statements of Work issued under this Agreement (“SOW”);

**WHEREAS**, Contractor has entered into an agreement with Client (“Master Agreement”), and Subcontractor desires to contract with Contractor to provide services to Client under the terms and for the duration of this Agreement and the Master Agreement or other similar arrangement between Contractor and Client;

**NOW THEREFORE**, in consideration of the parties’ mutual covenants, conditions and promises contained herein, and other good and valuable consideration, the parties agree as follows:

# RENDITION OF SERVICES

## Subcontractor shall provide programming, systems analysis, engineering, technical writing and other specialized information technology related services and staffing for or on behalf of Client as an independent contractor under the terms of this Agreement.

## Subcontractor hereby warrants that it will undertake, carry out and complete all work, services and deliverables, and assign its own employees, consultants, contractors or subcontractors (collectively “Subcontractor Personnel” or “Subcontractor’s Personnel”) to perform all services in keeping with the highest professional standards, in a businesslike and efficient manner, according to established time frames and to the reasonable satisfaction of Contractor and/or Client.

## No work or services by Subcontractor or Subcontractor Personnel shall be subject to compensation by Contractor or Client unless and until set forth in Statements of Work signed by authorized representatives of each party. The terms of this Agreement shall prevail over and govern to the extent of any conflicting or inconsistent terms or conditions in any SOW or other writing or arrangement between the parties unless such SOW or other written arrangement specifically refers

## to the particular provision of this Agreement which it supersedes and is signed by an officer of Contractor. Each SOW hereunder shall be in substantially the form attached hereto as SOW.

# SCOPE OF SERVICES

## Subcontractor shall be responsible for recruiting, screening, testing, qualifying, referencing, and assigning Subcontractor Personnel to perform assignment duties at work sites designated by Contractor or Client. Subcontractor warrants that all Subcontractor Personnel shall be legally authorized to work in the United States. Subcontractor further warrants it has reviewed the terms of Subcontractor Personnel’s employment documentation and such documentation is in compliance with the terms of this Agreement and/or the corresponding SOW.

## Subcontractor shall be solely responsible for all wages, benefits, and all other compensation, if any, due Subcontractor Personnel assigned to perform services under this Agreement.

## Subcontractor represents and warrants that all Subcontractor Personnel assigned to Client possess or meet the requisite skills, qualifications and requirements set forth herein in accordance with the U.S. Department of Labor and US Citizenship and Immigration Services regulations, and in applicable Statements of Work or the Master Agreement, as appropriate.

## Contractor or Client may request the removal or cancellation of the assignment of any Subcontractor Personnel at any time and for any or no reason that is lawful, with or without prior notice. Subcontractor shall replace such personnel promptly upon request and at no added charge to Contractor or Client unless advance arrangements with Contractor have been made prior to Subcontractor replacing such personnel.

## Subcontractor warrants that it shall satisfy all payroll reporting and withholding, payment and provision of Workers’ Compensation, Unemployment Compensation, FICA, FUTA, OASDIC, and any other benefits and compensation related obligations and expenses due Subcontractor Personnel placed on assignment under this Agreement.

## Subcontractor shall submit any necessary reports reasonably required of Client.

# PERIOD OF PERFORMANCE

## This Agreement shall be in effect commencing on the last date of execution by either party hereto and shall continue for the duration of the Master Agreement or other arrangement of similar effect between Contractor and Client, unless earlier terminated in accordance with the terms of this Agreement.

## Services under a SOW shall continue notwithstanding a termination of this Agreement (excluding a termination for breach by Contractor) for such period as specified in the SOW or any extension thereto, unless otherwise notified by Contractor.

# COMPENSATION

## Contractor and Subcontractor agree to compensation terms as set forth in applicable Statements of Work. Notwithstanding the foregoing, any compensation, fees, or rates are subject to change at Contractor’s discretion if Client for which Subcontractor is providing services reduces the rate it will pay Contractor for such services. Any such rate reduction shall bear a proportionate reduction to that required of Contractor by Client. Either party shall have the right to terminate this Agreement with thirty (30) days advance written notice if the rate reduction is unacceptable.

## Subcontractor Personnel shall submit to Client a weekly Contractor time card, which must be submitted every Monday by noon for the prior week worked. All Contractor time records and Client billing information must be signed by an authorized representative of Client prior to submission to Contractor. Upon receipt of Client approved weekly time card, Contractor will complete and authorize corresponding Subcontractor time records required for billing. Subcontractor shall submit invoices in such form and on such timeframe as set forth in the SOW. Notwithstanding anything stated to the contrary under the SOW or this Agreement, Contractor shall be relieved from the payment of any invoice received greater than sixty (60) days after the performance of the services. Subcontractor’s failure to timely invoice as set forth herein shall constitute a waiver of any and all rights Subcontractor may have to compensation hereunder or at law for such services, charges, or fees. It is the obligation of Subcontractor to reconcile payments in a timely fashion. Subcontractor has thirty (30) days from receipt of payment to bring to the attention of Contractor any payment discrepancies. Failure to reconcile and report discrepancies to Contractor within thirty (30) days of payment may result in non-payment of said claim.

## Notwithstanding any provision in this Agreement or SOW to the contrary, Subcontractor understands and agrees that Subcontractor bears the risk of non-payment and Contractor shall not be obligated to pay Subcontractor for services rendered hereunder unless and until Contractor receives payment for such services from Client. Contractor’s obligation to pay Subcontractor for Subcontractor’s services is conditioned upon Contractor’s receipt of payment from Client for such services. Subcontractor agrees that Contractor may offset or charge back to Subcontractor a ratable proportion of any discounts, rebates, guarantees, preferential transfers, or write offs attributable to the services rendered by Subcontractor and Subcontractor shall promptly pay any such amounts owed to Contractor. At Contractor’s sole discretion and convenience, Contractor may advance payment to Subcontractor before Client has paid Contractor. Subcontractor agrees that Contractor may offset against any monies advanced to Subcontractor by Contractor, monies not paid to Contractor within a reasonable period of time by Client. Additionally, Contractor may offset against any other monies due or paid by Contractor to Subcontractor on any engagement or for any reason any monies not paid to Contractor by Client within a reasonable period of time. Subcontractor agrees to these payment terms as consideration for Contractor’s placement of Subcontractor at Client.

## Subcontractor shall be solely responsible for promptly invoicing any sales, use, excise or other similar taxes and assessments applicable to the services and deliverables hereunder.

## The only compensation, fees, or rates payable hereunder shall be for correct invoices for work actually performed by Subcontractor or its employees or contractors.

# SUBCONTRACTOR’S STATUS AND COMPLIANCE WITH LAWS

## Neither Subcontractor, nor its Personnel or any party contracting with Subcontractor to perform services under this Agreement shall be deemed to be an agent or employee of Contractor or Client. Subcontractor is and shall be an independent contractor, and the legal relationship of any person performing services for Subcontractor shall be one solely between Subcontractor, its Subcontractor Personnel and its agents. Both parties acknowledge and agree that they are not joint employers or co-employers and neither is the alter ego of the other. Notwithstanding any provision in this Agreement, strictly and exclusively for Workers’ Compensation purposes in the state where the work is to be performed, or any similar law of another state, it is agreed by the parties that Subcontractor is and is intended to be the “general” or “lending employer” and Contractor and/or Client shall jointly and severally be “special” or “borrowing” employers of Subcontractor Personnel.

## Subcontractor agrees that Subcontractor and Subcontractor Personnel will not be qualified to participate in or to receive any employee benefits, including participation in any pension, profit sharing, stock options, group insurance, short or long-term disability insurance, workers compensation or any other benefit plan or arrangement which Contractor has or may have for its employees or which Client has or may have for its employees. Subcontractor agrees that Subcontractor and Subcontractor Personnel will not be entitled to vacation pay, holiday pay, severance pay or any other employment benefit provided by Contractor to its employees or Client to its employees.

## Subcontractor warrants that it will comply with all applicable federal, state and local laws, rules and regulations, and shall obtain or ensure the existence and good standing of all applicable licenses and permits for the conduct of its business and that of the Subcontractor Personnel and the performance of the services called for in this Agreement, specifically, Subcontractor warrants it has reviewed the documentation and completed the Form, I-9 in accordance with the Immigration Responsibility and Control Act and other applicable laws and regulations regarding employment of foreign workers.

## Subcontractor shall not discriminate against any employee or applicant for employment based upon sex, race, national origin, religion, color, pregnancy, ancestry, age, marital status, veteran status, medical condition or disability, or any other legally protected basis. Subcontractor shall not discriminate on such bases in all terms and conditions of employment, including, but not limited to hiring, employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other compensation, and selection for training, including apprenticeship.

## In connection with the execution of and performance under this Agreement, Subcontractor further warrants that it at all times shall comply with the following:

### The provisions of Title 41, Chapter 60, Part 60-1, Code of Federal Regulations, relating to Executive Orders 11246, as amended by Executive Order 11375, and Executive Order 11141.

### The provisions of Title 41, Chapter 60, Part 60-250, Code of Federal Regulations, relating to the Affirmative Action Program for Disabled Veterans and Veterans of the Vietnam Era.

### The provisions of Title 41, Chapter 1, Sub-part 1-1.13, Code of Federal Regulations, relating to Minority Business Enterprises.

### The provisions of Title 41, Chapter 60, Part 60-741, Code of Regulations, relating to Affirmative Action Program for the Handicapped.

# PROPRIETARY RIGHTS

## Contractor shall have for the use or benefit of Client all proprietary rights, including but not limited to, exclusive copyright, trademark, patent rights and other intellectual property rights, in all inventions, ideas, developments, materials, computer programs and related documentation, software, designs, adaptations, improvements, tools or processes, or other works of authorship (collectively, “Developments”) conceived, developed, first implemented, or produced by Subcontractor’s Personnel in the performance of work assignments under or through this Agreement, or which were derived or suggested thereby. All Developments shall constitute a “work made for hire” as that term is defined in the United States Copyright Act of 1976, as amended, 17 U.S.C. 101, in favor of Contractor for the use and benefit of Client, including, without limitation, all rights from inception to copyright, patent, trademark, trade secret, oral rights and mask works, and all other right, title and interest whether preexisting or arising in the future. Subcontractor shall retain no ownership, interest, title, license, or moral rights in such Developments. To the extent that ownership of Developments does not automatically vest in Contractor, Subcontractor for and on behalf of itself and its Subcontractor Personnel agrees to assign and hereby assigns all its exclusive rights, title and interest in and to such Developments and in any patents or patent applications based thereon, and Subcontractor agrees to assign and hereby does assign to Contractor the copyright, patent, trademark, trade secrets or other intellectual property rights in and to all such Developments and material produced pursuant to or in the performance of this Agreement.

## In the event any property defined in paragraphs 6(A) or (D) comes into the possession of Subcontractor or its Subcontractor Personnel at any time, Subcontractor agrees to take all reasonable actions necessary to deliver said property promptly to Contractor.

## Any and all property in Subcontractor’s possession or the possession of Subcontractor Personnel belonging to Client shall be immediately returned to Client prior to departure of Subcontractor’s Personnel from the assignment with Client.

## Subcontractor agrees for and on behalf of itself and Subcontractor Personnel that the trade secrets, intellectual property and confidential information of Contractor or Client (including customers, clients, contractors, employees and agents of Client) shall be preserved and kept confidential from any third party and shall not be divulged except to those employees of Subcontractor, Contractor or Client reasonably necessary for the performance of services. The term exhibit and trade secret information includes, but is not limited to: matters of a technical nature, such as formulae, “know how”, schematics, technical drawings, secret processes or machines, inventions, computer software, product sources, product research and designs, and matters of a business nature, such as client lists, client contact information, associate information, candidate and recruit lists and information, placement information, pricing lists, contracts, sales reports, sales, financial and marketing data, systems, forms, methods, procedures, and analyses, and any other proprietary information, whether communicated orally or in documentary or other tangible form, concerning how Contractor or Client operate their respective businesses. The parties to this Agreement recognize that Contractor and Client have invested considerable amounts of time and money in attaining, developing, or becoming entrusted with all of the information described above, and that any unauthorized disclosure or release by Subcontractor or Subcontractor Personnel of such Confidential Information in any form would irreparably harm Contractor or Contractor’s Client.

## Subcontractor shall require each of Subcontractor’s Personnel to sign the Confidentiality Agreement attached hereto as Exhibit A and shall provide signed agreements to Contractor prior to Personnel being assigned to provide services to Contractor’s Client. All Subcontractor Personnel placed under this Agreement shall, complete and sign such other agreements reasonably required by Client.

# INSURANCE Unless otherwise stated in the SOW, Subcontractor shall maintain during the term of this Agreement and during the performance of any services hereunder the following insurance coverage:

## Workers’ Compensation and unemployment compensation insurance in compliance with any applicable federal or state labor code, act, law, or statute where Subcontractor operates, and Employer’s liability insurance of not less than $1,000,000 per accident each employee, $1,000,000 disease per employee and $1,000,000 disease policy limit. Workers’ Compensation Insurance shall include an alternate employer endorsement.

## Commercial/Comprehensive General Liability insurance of not less than $1,000,000 combined single limit per occurrence or aggregate for bodily injury, personal injury and property damage as a result of one occurrence including coverage for Premises-Operations, Products/Completed Operations, Contractual Liability, and Broad Form Property Damage including completed Operations.

## Subcontractor shall maintain Errors and Omissions insurance against acts, errors or omissions committed by Subcontractor Personnel under this Agreement. Subcontractors shall maintain such Errors and Omissions insurance in the amount of not less than $1,000,000, and such insurance shall remain in full force and effect during the term of this Agreement and for two (2) years after termination or expiration of this Agreement.

## A combination of primary and excess/umbrella liability policies will be acceptable as a means to meet the limits specifically required hereunder. **THE REQUIRED MINIMUM LIMITS OF COVERAGE SHOWN ABOVE, HOWEVER, WILL NOT IN ANY WAY RESTRICT OR DIMINISH SUBCONTRACTOR’S LIABILITY UNDER THIS AGREEMENT.**

### Subcontractor’s policies of insurance in Paragraph 7(B) and 7(C) shall be endorsed to include that Subcontractor’s insurance policies are primary and non-contributory to any insurance or self-insurance maintained by Contractor or Client.

### Subcontractor’s insurance policies under Paragraph 7(B) and 7(C) shall, by endorsement, name Contractor as an Additional Named Insured and if requested by Contractor or Client, name Client as an Additional Named Insured.

### Subcontractor’s insurance policy under Paragraph 7(A) shall contain by endorsement a Waiver of Subrogation in favor of Contractor and Client.

### Subcontractor shall furnish certificates of insurance including required endorsements prior to commencement of performance under this Agreement to:

Sheila Shabazz

[sheila.shabazz@velossent.com](mailto:sheila.shabazz@velossent.com)

678-428-7841

# PROHIBITED CONDUCT

## For purposes of this Section VIII, “Client” shall be defined as any entity or that entity’s customer to which Contractor submitted Subcontractor or Subcontractor Personnel for consideration or for which Subcontractor or Subcontractor Personnel performed services under this Agreement. Subcontractor agrees that Contractor has expended considerable time, effort, and money in identification, negotiation, and maintenance of its relationships with its current and prospective employees, contractors and Clients. Subcontractor also recognizes that Clients have expended considerable time, effort, and money in the identification, negotiation, and maintenance of the relationships with their current and prospective employees, contractors and customers.

## Subcontractor agrees that Subcontractor and Subcontractor Personnel shall not, without the prior written consent of Contractor, solicit, arrange, contract, or subcontract to provide work or services to Client during the term of this Agreement and for eighteen (18) months thereafter.

## Subcontractor agrees that during the term of this Agreement and for eighteen (18) months thereafter, Subcontractor shall not, without the prior written consent of Contractor, allow or cause any Subcontractor Personnel (who worked for Subcontractor at any time within the eighteen (18) months preceding the latter of the termination of this Agreement or the final completion of services) to provide work or services to Client, through Subcontractor directly or through any other person or entity.

## Subcontractor agrees that during the term of this Agreement and for eighteen (18) months thereafter, Subcontractor and Subcontractor Personnel shall not, without the prior written consent of Contractor, directly or indirectly, solicit or hire any employee or contractor of Client or Contractor.

## If Subcontractor or Subcontractor Personnel provide services of any nature to a Client, or hires an employee or contractor of Client or Contractor in violation of the foregoing, Subcontractor shall pay as liquidated damages and not as a penalty, a fee equal to: (i) 125% of the fee which Contractor would have earned in respect of such services to Client if such services had been provided pursuant to the terms of this Agreement, or (ii) 125% of the employee’s or contractor’s annual base salary.

## Notwithstanding the foregoing, no liquidated damages shall be payable if Subcontractor offers employment to any employee or contractor of the Contractor, who responds to a publicly made advertisement of employment, provided that such advertisement is not an attempt to solicit, entice or induce any employee or contractor of the Contractor to seek employment with the Subcontractor or otherwise circumvent the Subcontractor’s obligations hereunder.

## Subcontractor agrees that it shall cause all Subcontractor Personnel assigned to work for Client to sign an agreement acknowledging and consistent with Subcontractor’s obligations stated herein and agrees that Subcontractor shall remain responsible for Subcontractor Personnel’s observance of such terms and obligations.

## During the term of this Agreement, Contractor agrees that for the first 90 days during which any of Subcontractor’s Personnel is assigned to and performing services for Client, Contractor shall not recruit, hire, or otherwise solicit Subcontractor’s Personnel assigned to perform services hereunder.

## Subcontractor acknowledges and agrees that Part E of this Section VIII is an essential and necessary part of this Agreement for Contractor. As such, Subcontractor covenants that it has not and shall not enter into any ancillary agreements with Subcontractor’s Personnel which would in any way restrict Contractor’s rights under Part E of this Section VIII and that any such ancillary agreements will be considered null and void if Contractor follows the 90-day solicitation restriction imposed in Part E of this Section VIII.

## Subcontractor acknowledges that its breach of anything contained in Section VIII of this Agreement may result in injury to Contractor. Contractor, in addition to all other remedies available to it at law and in equity, shall be entitled to both preliminary and permanent injunctions to halt such breach and to prevent further similar breaches.

## Subcontractor acknowledges and agrees, this Agreement does not allow Subcontractor to make any representations to any Client or US state or federal government agency with respect to the employment of Subcontractor Personnel on behalf of Contractor. This Agreement is limited to the specific terms contained hereunder and in no way implies any further business relationship between the parties.

# TERMINATION

## Either party may terminate this Agreement at any time for any or no reason by providing fifteen (15) days advance written notice to the other party; provided, however, Subcontractor completes all work under any SOW, unless otherwise notified by Contractor.

## Either party may terminate this Agreement in the event the other party breaches its material obligations and fails to cure such breach within ten (10) days of receipt of written notice of termination describing such breach but in no event shall Subcontractor be excused from continuing to perform under this Agreement while awaiting such cure or pursuing such action unless otherwise notified by Contractor and excluding any breach for an illegal act which shall result in immediate termination.

## Contractor may terminate this Agreement immediately and without further notice, if at any time Client terminates the Master Agreement or revokes or terminates approval for Subcontractor to continue as an approved supplier or Subcontractor or for any of its employees to continue on the job, the only liability for which shall be payment to Subcontractor of correct invoices for work actually performed up through termination.

## Upon expiration, cancellation, completion or termination of this Agreement or any SOW, by any party or Client for any reason, Subcontractor shall document all work in process and deliver to Client all work completed or in process and shall retain no ownership or rights therein.

## At any time during the term of this Agreement and after the termination of this Agreement, Contractor has the right to review all documents of employment between Subcontractor and Subcontractor Personnel to ensure Subcontractor’s compliance to any and all applicable laws and regulations of state, federal or national law, including but not limited to the Immigration and Nationality Act, and regulations promulgated by the U.S. Department of Homeland Security and the US Department of Labor.

## In the event this Agreement is terminated for Subcontractor’s breach, Subcontractor shall, at Contractor’s request, transfer Subcontractor Personnel on assignment with Client to Contractor, Client or to a third party at Contractor’s sole discretion, to preserve the continuity of the services. In no event shall Subcontractor interfere with such hiring or transition and no fee will be payable to Subcontractor under these circumstances.

# INDEMNIFICATION, LIABILITY

## Each party (the “Indemnifying Party”) will indemnify, defend and hold harmless the other party (the “Indemnified Party”) from and against all claims, demands, suits and expenses (including reasonable attorneys’ fees) brought by any person or party for property damage and personal injury (including death) arising from the negligent or illegal act or omission of the Indemnifying Party or any of its employees and contractors in the performance of services hereunder, except to the extent of the negligent or illegal act or omission of the Indemnified Party or its employees and contractors. In addition, Subcontractor shall indemnify, defend and hold harmless Contractor from and against any damages, expenses, suits, losses, costs or liabilities: (i) arising out of Subcontractor’s breach of this Agreement or failure to comply with the terms of the Master Agreement applicable to the services provided hereunder; (ii) any breach by Subcontractor of any representation, obligation or warranty in this Agreement; (iii) any misrepresentation or illegal act of Subcontractor or its Personnel or use of this Agreement to perform an illegal act; and (iii) any claim that the Developments infringe or violate any third party’s intellectual property rights.

## Except as otherwise provided in the master agreement, in no event shall either party be liable for indirect, incidental, consequential, special, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, and even if such party has been advised of the possibility of such damages. This liability limitation shall not apply to limit or restrict any indemnification obligation, a breach of a party’s confidentiality obligations or a party’s gross negligence or willful misconduct, under this agreement.

# MISCELLANEOUS

## Neither party may assign or delegate any of its rights or obligations hereunder without first obtaining, in advance, the written consent of the other, provided, however, that Contractor may assign this Agreement or any rights or benefits hereunder at any time without such consent.

## If any provision of this Agreement is declared void or unenforceable, such provisions shall be deemed severed from this Agreement, and the remaining provisions of this Agreement shall otherwise remain in full force and effect.

## All the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the parties hereto and their respective successors, assigns, and legal representations.

## The provisions of this Agreement, which by their nature are intended to continue beyond the termination of this Agreement or the completion of any services, including, without limitation, sections VI, VII, VIII, IX, X, and XI, shall survive the expiration or the termination of this Agreement by any party for reason.

## Any notices which may be required under this Agreement shall be in writing, shall be effective when received and shall be given by personal service, or by certified or registered mail, return receipt requested, to the address set forth on the signature page of this Agreement, or to such other addresses which may be specified in writing to the General Counsels of the respective parties.

## Subcontractor shall permit the authorized representative of Contractor and/or Client to inspect and audit any and all records or forms relating to or affecting this Agreement, including but not limited to, any immigration related petitions, I-9 forms and other supporting documentation, including interview of subcontractor personnel. Subcontractor hereby understands and agrees it shall maintain all records relating to this Agreement for a period of seven (7) years following the expiration or termination of this Agreement, whichever occurs first. Contractor and/or Client will perform an audit or inspection of records and Subcontractor hereby agrees to any such audit or inspection at the office(s) designated by Contractor and/or Client.

## This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the State of Georgia. All actions or proceedings to enforce this Agreement or any rights arising thereunder shall be brought, subject to paragraph XII below, solely in Fulton County, GA, and Subcontractor hereby waives any objection to such jurisdiction or venue and agrees to accept service or process in furtherance of this provision.

## This Agreement and the SOW issued hereunder represent the entire Agreement of the parties with respect to the subject matter hereof, and all such Agreements entered into prior hereto are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

## This Agreement and any SOW may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement or a SOW shall be void and of no effect.

# ARBITRATION

The parties agree that any dispute between them arising out of this Agreement and the services hereunder shall be resolved by binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect as of the date any such action thereunder is initiated. A single arbitrator will make a determination and render an award within thirty (30) days of the close of evidence in such arbitration proceeding but will have no authority to award costs or punitive damages unless the parties so agree in writing. The parties waive right to jury trial and agree that the arbitration award will be final and binding and that judgment will be entered thereon in any court of competent jurisdiction. Notwithstanding the foregoing, any party may seek immediate judicial intervention to prevent any unauthorized use or disclosure of the confidential or proprietary information of the party (or those to whom it owes a duty of confidentiality) bringing any such action.

# FORCE MAJEURE

Neither party shall be liable to the other for any failure to perform or delay in performance hereunder where such failure or delay is occasioned by force majeure or an Act of God (including, but not limited to, fire, embargo, labor strike, or interruption of electrical service), or circumstances beyond such party’s reasonable control.

# COUNTERPARTS; FACSIMILE SIGNATURES.

This Agreement may be executed in counterparts and via facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same document.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this the **\_\_\_\_** day of **\_\_\_\_\_\_\_\_\_\_**, 20\_\_.

**“Contractor” “Subcontractor”**

**Velossent LLC \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

**CONFIDENTIALITY AGREEMENT**

In consideration of my assignment to perform services arranged through Velossent LLC (“Contractor”) for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Client”), I hereby agree as follows:

1. I acknowledge and understand that during the course of my service, I may learn of proprietary, trade secret and confidential information of Contractor and Client, including identities and information involving customers, potential customers, citizenry, vendors, and employees. I agree not to disclose to anyone, either during or after my services, any oral or written confidential, proprietary or trade secret information concerning any and all business or other activities of Contractor or Client and/or their customers, financial affairs, and relationships with customers, potential customers, citizens, vendors, and employees.
2. I agree that my services are specially commissioned and all works of authorship shall be regarded as works made for hire in favor of Contractor under the Copyright Act of 1976, as amended (17 U.S.C. 101). I assign to Contractor any and all rights, title and interests in and to any and all ideas, inventions, developments, writings, documents, reports, studies, papers, computer programs, or any other works or matters produced or developed by me in conjunction with my services or which were derived or suggested thereby, including all rights to copyrights, patents, trademarks, trade secrets and other intellectual property rights.
3. I acknowledge and understand that Contractor or Client may request the removal or cancellation of my assignment at any time and for any or no reason, with or without prior notice.
4. I acknowledge and agree that Contractor has expended significant resources and expense in developing and cultivating its relationship with Client which relationship is protectable and of significant value. I agree, during the term of my assignment and for twelve (12) months thereafter, I shall not, except through Contractor or absent the prior written consent of Contractor, directly or through any other person or entity, solicit, arrange, contract or subcontract to become employed by, or to provide services to, Client for the purpose of offering or providing any service or work the same or similar to that performed by me through or on behalf of Contractor.
5. Upon termination of my assignment at Client, I will return all identification cards, authorization passes, keys, papers, drawings, reports, computer programs, and other documents, materials or property, including any copies thereof, which were provided to or obtained by me during my placement at Client.

Name Date

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_