***SUBCONTRACTOR* SERVICES AGREEMENT**

This Agreement is entered into as of \_*Date*\_\_\_\_\_\_\_\_**, 2019**, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“***Subcontractor***”) a \_\_\_*State of Incorporation*\_\_\_ (corporation, limited liability company, sole proprietorship) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ***GDH Consulting, Inc***. (“***GDH****”*) an Oklahoma corporation located at 6100 S. Yale Avenue, Suite 1000, Tulsa, OK 74136.

**1. CONSULTING SERVICES**

1. ***Subcontractor*** agrees to supply ***GDH***, on an as needed basis, with a member or members of ***Subcontractor’s*** Staff ("***Personnel***") to perform, under the supervision and direction of Client(s) (“Client”) of ***GDH****,* for such services as are described in the Work Schedule(s) attached as Exhibit A to this Agreement. All work performed and services provided hereunder shall be under the direction and supervision of Client***(s)***.
2. ***Subcontractor*** shall not, except to the extent inconsistent with the requirements of this Agreement, be prohibited in any way from performing any services for any other individual or company during the period of this Agreement. At any time, ***GDH***may arrange for other ***Subcontractor***s, independent contractors or ***GDH’s***own employees to provide the same or similar services to Client.
3. ***Subcontractor*** represents and warrants that ***Subcontractor’s*** execution and delivery of this Agreement and the performance of its duties hereunder do not, and will not, breach or conflict with any obligation of ***Subcontractor*** or ***Subcontractor’s*** ***Personnel*** to a previous employer, Client or other party or any obligation to keep confidential any information acquired by ***Subcontractor*** or ***Personnel*** prior to the date hereof. ***Subcontractor*** further represents and warrants that it will not, and shall cause ***Personnel*** not to, make use of any proprietary information, ideas or material of others in connection with ***Subcontractor’s*** engagement by ***GDH***.
4. ***Subcontractor*** represents and warrants that it has been engaged in the business of providing services since \_\_\_\_\_\_ and maintains books and records in the ordinary course of its business reflecting such activities.

**2. COMPENSATION**

1. ***Subcontractor*** shall be paid in 5 business days for its invoice only after ***GDH***has received full payment from Client for that same invoice only for hours actually worked, at the hourly rate as indicated on the Work Schedule and for approved and accrued expenses. ***Subcontractor*** and ***Personnel*** shall receive no other compensation or benefits for services provided hereunder. In order to be paid, ***Subcontractor*** must submit an invoice to ***GDH***with backup time cards of ***Personnel*** signed by an authorized representative of the Client. The difference between amounts paid to ***Subcontractor*** by ***GDH***and the amounts billed to Client by ***GDH***shall compensate ***GDH***for its services in identifying ***Subcontractor*** and Client, arranging interviews, performing administrative functions hereunder and other services.
2. Notwithstanding any other provision of this Agreement, should ***Subcontractor*** fail to make prompt payment of wages or fees to ***Personnel*** performing services hereunder, ***GDH***, may at its election contract directly with ***Personnel*** for the performance of the services contemplated by any Work Schedule.
3. ***Subcontractor*** shall only submit candidate(s) that are direct W-2 employees of the ***Subcontractor***. ***Subcontractor*** waives ownership right’s of any candidate presented that is not a W-2 employee and acknowledges ***GDH*** will engage candidate’s direct employer.
4. In no event shall ***Subcontractor*** or ***Personnel*** be entitled to participate in any employee benefit programs or fringe benefits which may be offered by Client, ***GDH***or their affiliates.
5. ***Subcontractor*** shall not, and shall cause ***Personnel*** to not, disclose ***Subcontractor’s*** or ***Personnel’s*** rate of pay to any third party, including without limitation, any Client, customer or co-worker. Any such disclosure may result in the immediate termination of this Agreement.

**3. RELATIONSHIP/TERM/GUARANTEE**

1. ***Subcontractor*** and ***Personnel*** shall function under this Agreement solely as independent contractors performing services for ***GDH***and/or Client***s***, and not as employees, partners or joint venturers.
2. ***Subcontractor’s*** services hereunder shall be "at wilI" and provided only on an as-needed basis without any commitment as to minimum use by ***GDH***or Client. ***Subcontractor*** acknowledges and agrees that this Agreement may be terminated at any time by ***GDH***, and that nothing in this Agreement, any work schedule or otherwise shall confer upon ***Subcontractor*** or ***Personnel*** any right to provide services to ***GDH***or any Client or restrict the right of ***GDH***to terminate this Agreement at any time.
3. If for any reason Client or ***GDH***is dissatisfied with a particular individual provided by ***Subcontractor***, ***Subcontractor*** will remove such person immediately and, if requested by ***GDH***, replace them as soon as reasonably practicable. If Client shall have notified ***GDH***of its dissatisfaction prior to the conclusion of the individual's third day of work, ***Subcontractor*** will not charge ***GDH***for the first 24 billable hours worked.

**4. CONFIDENTIAL INFORMATION / INTELLECTUAL PROPERTY**

1. ***Subcontractor*** acknowledges, and shall cause ***Personnel*** to acknowledge, that in the course of ***Subcontractor’s*** engagement by ***GDH***, ***Subcontractor*** and ***Personnel*** may be provided with, or have access to, Confidential Information belonging to ***GDH*** , Client or other parties. Confidential Information includes any and all information which any party may consider proprietary or otherwise wish to keep confidential, including, without limitation, customer lists, computer programs, schematics, source code, object code, cost or profit figures and projections, credit information, current, future or proposed products or services, plans and technology, business forecasts, financial records, accounting records, and technical information included in, or on, tracings, flow charts, drawings, field notes, calculations, specifications and engineering data. ***Subcontractor*** agrees, and shall cause ***Personnel***, to hold in strict confidence all Confidential Information which ***Subcontractor*** or ***Personnel*** use or to which ***Subcontractor*** or ***Personnel*** gain access during the course of performance hereunder, and ***Subcontractor*** shall not, and shall cause ***Personnel*** to not, use, reproduce, publish, disclose or otherwise make known to any person or entity any Confidential Information, except to the extent required in the performance of ***Personnel’s*** assignment with Client.
2. ***Subcontractor*** agrees not to, and shall cause ***Personnel*** not to, disclose, indirectly or directly, to ***GDH***or any Client any information or data the disclosure of which would constitute a violation of any obligation to, or infringe the rights of, any third party
3. ***Subcontractor*** agrees, and has caused ***Personnel*** to agree, that any inventions, works of authorship or other intellectual property, including, but not limited to, source code and documentation, conceived, developed, originated, or reduced to practice by ***Subcontractor*** or ***Personnel*** or under ***Subcontractor’s*** or ***Personnel’s*** direction during ***Personnel’s*** assignment to Client shall be the sole and complete property of Client, whether as a work made for hire or otherwise. ***Subcontractor*** hereby assigns and conveys, and has caused ***Personnel*** to assign and convey, ***Subcontractor’s*** and ***Personnel’s*** entire right, title and interest to any and all resulting copyrights, patents and trade secrets to Client or to its customer, as the case may be. ***Subcontractor*** agrees to execute, and to cause ***Personnel*** to execute, all applications or registrations for patents and copyrights, and any other instruments deemed necessary or helpful for Client to secure and enforce its rights. ***Subcontractor*** shall make no, and shall cause ***Personnel*** to make no, charge or claim for additional compensation or any other consideration for signing such documents. ***Subcontractor*** shall, and shall cause ***Personnel***, promptly and without prior request, to disclose to Client such inventions, works of authorship and other intellectual property.
4. Upon the termination of any ***Personnel’s*** assignment to any Client, ***Subcontractor*** agrees immediately to return, and to cause ***Personnel*** to return, to Client all information, data and any other materials supplied by or obtained from Client in the course of the assignment, along with all copies thereof in ***Subcontractor’s*** and ***Personnel’s*** possession and/or control.
5. ***Subcontractor*** acknowledges and agrees, and shall cause ***Personnel*** to acknowledge and agree, that the disclosure of any Confidential Information or any other violation of the terms of Section 4 of this Agreement would cause immediate and irreparable injury, loss and damage to ***GDH***, Client and/or its customers and that an adequate remedy at law for such injury, loss and damage may not exist, and that in the event of such disclosure or threatened disclosure, ***GDH***, Client and/or its customers shall be entitled to institute and prosecute proceedings in court of competent jurisdiction to obtain temporary and/or permanent injunctive relief to enforce a provision of this Agreement, without the necessity of proof of actual damage or loss.

**5. LIMITATION ON EMPLOYMENT WITH CLIENTS**

Except as provided by this Agreement, or as may be consented to by ***GDH***in writing, ***Subcontractor*** agrees, and shall cause ***Personnel*** to agree, as a condition of this Agreement and the assignment of ***Personnel*** to Client that neither ***Subcontractor*** nor ***Personnel*** will solicit or accept an offer of employment with, or otherwise directly or indirectly, on a full-time, part-time or temporary basis, with the Client or its affiliates until the expiration of one year after termination of this Agreement without payment to ***GDH***of a finder’s fee in the amount of $25,000 per assignment. ***Subcontractor*** shall, and shall cause ***Personnel*** to, immediately notify ***GDH***if Client or any affiliate solicits ***Subcontractor*** or ***Personnel*** with an offer of employment.

**6. REPRESENTATIONS AND WARRANTIES OF *SUBCONTRACTOR***

1. ***Personnel*** are the employees of ***Subcontractor*** and ***Personnel*** are not, and shall not be deemed to be, employees of ***GDH***or Client. ***Subcontractor*** shall be solely responsible to pay, when due, salaries, wages and other forms of compensation or reimbursement and all applicable federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance and all other payroll charges payable to, or on behalf of, ***Personnel*** providing services hereunder. ***Subcontractor*** shall indemnify and hold ***GDH***and Client harmless from and against, and in respect of, any and all Losses (as defined below) arising out of claims from ***Personnel***. On or before commencement of services under any Work Schedule, ***Subcontractor*** shall deliver to ***GDH***an original Personnel Agreement, executed by all ***Personnel*** named in each Work Schedule in the form of Exhibit B to this Agreement.
2. ***Subcontractor*** is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and has the full power and authority to own or lease its properties and to carry on its business as it is now being conducted, and is qualified to conduct business as a foreign corporation in all jurisdictions in which the nature of the business contemplated by this Agreement requires such qualification. ***Subcontractor*** has been engaged in the business of providing services since the date set forth on the first page of this Agreement and maintains books and records in the ordinary course of its business reflecting such activities. ***Subcontractor’s*** federal tax identification number is set forth on the signature page to this Agreement. The board of directors of ***Subcontractor*** has taken all action required by applicable law, the articles of incorporation or bylaws or otherwise, to authorize the transactions contemplated by his Agreement.
3. ***Subcontractor*** shall maintain the following policies of insurance at all times while performing services Under this Agreement and for one year thereafter:
   1. Workers' Compensation and Employers' Liability Insurance as prescribed by law and/or regulation,
   2. Comprehensive General Liability (Bodily Injury and Property Damage) Insurance, in an amount not less than $1,000,000 per occurrence,
   3. Professional Liability and Errors and Omissions Insurance covering all services provided or contemplated hereby, in an amount not less than $1,000,000 per occurrence, and
   4. A Fidelity Bond in an amount not less than $ 1,000,000.

With respect to the foregoing insurance: (a) it may not be terminated without prior written notice to ***GDH***; (b) Client, ***GDH***and their respective directors, officers, employees and affiliates are additional insureds; (c) it is primary coverage with respect to all insureds; and (d) it provides a waiver of subrogation against Client, ***GDH*** and their respective directors, officers, employees and affiliates.

1. ***Subcontractor*** has provided or will, prior to commencement of any services hereunder, provide to ***GDH***certificates of incorporation and insurance or other documentary evidence of the representations set forth in 6(b) and 6(c) above.
2. ***Subcontractor*** warrants that all services provided hereunder shall be of the highest professional standards, quality and workmanship and shall be provided using ***Subcontractor’s*** ***Personnel’s*** independent skill and judgment in the means and manner that are most suitable to perform the work contemplated hereunder. While on the site of Client***’s*** business, ***Subcontractor*** shall, and shall cause ***Personnel*** to, abide by Client***’s*** applicable rules and regulations at all times.
3. All information provided by ***Subcontractor*** to ***GDH***or upon which ***GDH***has relied, including, without limitation, resumes, interviews and references, is complete, true and correct in all material respects. There is no fact which materially and adversely affects the ability of ***Subcontractor*** and ***Personnel*** to provide the services contemplated hereunder which has not been expressly and fully set forth to ***GDH***.
4. ***Subcontractor*** shall be liable for all breaches of this Agreement by ***Personnel*** and other actions of ***Personnel*** in performing services under or in connection with this Agreement.
5. ***Subcontractor*** shall fully comply, and shall cause ***Personnel*** to fully comply, with the employment eligibility verification and other provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated there under, as may be amended from time to time, and ***Subcontractor*** shall not provide to ***GDH***any ***Personnel*** if ***Subcontractor*** knows, or has any reason to believe, that such ***Personnel*** is not authorized to perform the services required under the applicable Work Schedule in the United States. ***Subcontractor*** shall complete a Form 1-9 accurately and completely for all ***Personnel***. ***Subcontractor*** shall comply with all rules and regulations of the Department of Labor regarding Labor Condition Application attestations and shall comply with all site-posting and other requirements related to prevailing wages. If applicable, ***Subcontractor*** has delivered to ***GDH***true and correct copies of any Labor Condition Application and/or other materials necessary or desirable to establish ***Personnel’s*** ability to work in the United States.

# **7. EQUAL EMPLOYEMENT OPPORTUNITY**

Both parties agree to comply with all applicable equal employment opportunity laws, including Title VII of the 1964 Civil Rights Act as amended, the Americans with Disabilities Act as amended, and, if applicable, the affirmative action requirements of Executive Order 11246, the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended.

**8. INDEMNITY**

1. ***Subcontractor*** is solely and entirely responsible and liable for the services provided to Client hereunder by ***Personnel*** and, ***GDH***shall have no liability of any kind for such services. ***Subcontractor*** shall be solely responsible to determine the employment eligibility of ***Personnel***. ***Subcontractor*** shall be solely responsible to determine the scope and requirements of each project from Client prior to undertaking any work hereunder. No undertaking by ***GDH***to describe or list the requirements of Client shall result in any liability of ***GDH***to ***Subcontractor*** hereunder. ***Subcontractor*** shall indemnify and hold ***GDH***, its affiliates, agents, officers, directors and employees, harmless from and against, and in respect of, any and all liabilities, losses, damages, settlements, claims, costs and expenses, including, but not limited to, reasonable attorneys' fees, and any and all actions, suits, proceedings, demands, penalties, assessments or judgments, costs and expenses incidental to the foregoing ("Losses") arising out of the provision of services by ***Subcontractor*** under this Agreement or the breach of this Agreement or the Personnel Agreement by ***Subcontractor*** or ***Personnel***.
2. ***Subcontractor*** agrees that in the event ***GDH***is assessed or re-assessed by any applicable federal, state or other authority, or that any claim is made against ***GDH***respecting any alleged failure by ***GDH***to deduct or withhold from payments made to ***Subcontractor*** any amounts required to be deducted or withheld by law, ***Subcontractor*** shall pay to ***GDH***the amount of money that may be required by the applicable authority to be paid by ***GDH***to fully satisfy any claim made by the authority against ***GDH***.

**9. NON-SOLICITATION**

1. During the term of any Purchase Order under this Agreement and at any time thereafter, ***GDH*** may offer employment to and/or hire, or facilitate the transition of employment to GDH’s Client , any ***Personnel*** who is providing or has provided services under one or more Purchase Orders for a total of six (6) months, without the payment of any fee or charge to ***Subcontractor***. ***Subcontractor*** agrees to release any ***Subcontractor*** ***Personnel*** from the terms of any restrictive covenant or other agreement that may inhibit or restrict the ability of such ***Subcontractor*** ***Personnel*** from accepting an offer of employment by or providing service to GDH or GDH’s Client in accordance with this Section. This release shall include, but is not limited to, any agreement obliging such ***Subcontractor Personnel*** to pay sums of money, including placement fees, to ***Subcontractor***, however ***Subcontractor*** shall not be obligated to release its ***Personnel*** from ***Subcontractor’s*** right to recover any advances on salary or vacation time made to such ***Personnel***. ***Subcontractor*** agrees to indemnify and hold harmless GDH and GDH’s Client and their respective officers, directors, owners, contractors, and employees, and any ***Subcontractor*** ***Personnel*** for any and all losses, costs and other liabilities incurred, including reasonable attorneys’ fees, relating to ***Subcontractor’s*** failure to release ***Personnel*** or failure to cause any subcontractor to release the supplied personnel from the terms of the restrictive covenants or other agreement in accordance with this Section.
2. During the term of this Agreement and for 6 months thereafter, ***Subcontractor*** shall not solicit for hire or offer employment to, on a full-time, part-time or temporary basis, any employees or former employees of ***GDH***or Client, until the expiration of six months after termination of this Agreement.

**10. MISCELLANEOUS**

1. This Agreement and any exhibits attached hereto constitute the entire agreement between the parties with respect to the matters contained herein and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, with respect to that subject matter.
2. ***Subcontractor*** may not, without the express written permission of ***GDH***, assign or pledge any rights or obligations hereunder.
3. No amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the parties hereto. No waiver by ***GDH***of any provision or condition of this Agreement shall be deemed a waiver of any similar or dissimilar provision or condition at the same time or any prior or subsequent time.
4. The provisions of this Agreement and the covenants herein contained shall be construed independently of each other, it being the express intent of the parties hereto that the obligations of, and restrictions on, the parties as provided herein shall be enforced and given effect to the fullest extent legally permissible.
5. This Agreement shall be governed by and construed in accordance with the laws of the state in which an activity occurred or threatens to occur and with respect to which legal and/or equitable relief is sought. In no event shall the choice of law be predicated solely upon the fact that ***GDH***is incorporated or has its corporate headquarters in a certain state.
6. Any and all disputes, controversies and claims arising out of or relating to this Agreement or concerning the respective rights or obligations hereunder of the parties hereto shall be settled and determined by arbitration before the Commercial Panel of the American Arbitration Association in accordance with the Commercial Arbitration Rules. The arbitrators shall have the power to award specific performance or injunctive relief and reasonable attorneys' fees and expenses to any party in any such arbitration. However, in any arbitration proceeding arising under this Agreement, the arbitrators shall not have the power to change, modify or alter any express condition, term or provision hereof, and to that extent the scope of their authority is limited. The arbitration award shall be final and binding upon the parties and judgment thereon may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first written above.

***SUBCONTRACTOR***  ***GDH Consulting, Inc.***

Tax ID Number.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature**  **Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_Greg Baggett\_\_\_\_\_\_\_\_\_

**Printed Name** **Printed Name**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_Contracts Officer\_\_\_\_\_\_\_

**Title Title**