

## **VENDOR PARTNERSHIP AGREEMENT**

**THIS VENDOR PARTNERSHIP AGREEMENT** ("AGREEMENT") is made this \_\_\_\_\_ by and between **INTIME ESOLUTIONS INC.** with its principal place of business located at \_\_\_\_\_ ("INTIME ESOLUTIONS") and \_\_\_\_\_ having its principal office at \_\_\_\_\_ ("VENDOR") having Tax ID # \_\_\_\_\_.

In consideration of the terms and conditions contained herein, and other good and valuable consideration, the parties hereto do mutually agree as follows:

**WHEREAS** VENDOR markets itself to the public as a provider of Information Technology staffing services and hereby agrees to supply qualified individuals to provide services for INTIME ESOLUTIONS's clients.

**WHEREAS** VENDOR represents and agrees that any individual ("CANDIDATES") it refers to INTIME ESOLUTIONS under this AGREEMENT will be qualified to perform the work required by INTIME ESOLUTIONS's clients and will remain under VENDOR's employment.

**WHEREAS**, INTIME ESOLUTIONS has established relationships with various clients requiring IT professionals and seeks to partner with VENDOR for fulfillment of such requirements.

**NOW, THEREFORE**, the parties hereto enter into this AGREEMENT hereto.

### **1. RIGHT TO REPRESENT AND CANDIDATE OWNERSHIP:**

VENDOR represents and agrees that it has thoroughly screened, interviewed, tested, and performed reference and security checks, including immigration visa status and felony conviction history, on any CANDIDATE referred to INTIME ESOLUTIONS under this AGREEMENT.

VENDOR agrees to provide a written Right to Represent (RTR) authorization for each CANDIDATE before submission to INTIME ESOLUTIONS's client. The RTR shall be specific to the CANDIDATE and the position being submitted for and shall grant INTIME ESOLUTIONS exclusive right to represent said CANDIDATE for that specific opportunity for a period of not less than 60 days.

VENDOR shall remain the employer of record for all CANDIDATES placed through this AGREEMENT and shall be responsible for all employment-related obligations including but not limited to payroll, taxes, benefits, workers' compensation, unemployment insurance, and all other statutory requirements.

INTIME ESOLUTIONS shall maintain exclusive ownership of the client relationship and VENDOR agrees not to contact, solicit, or provide services directly to any INTIME ESOLUTIONS client where a CANDIDATE has been placed or submitted.

### **2. Invoicing / Payment:**

**A. Rates:** The rates to be charged by VENDOR to INTIME ESOLUTIONS for any CANDIDATE will be agreed upon before such CANDIDATE is referred by INTIME ESOLUTIONS to one of its clients. Under no circumstances will VENDOR and/or its CANDIDATE discuss rate or contact Client regarding payment issues.

**B. Payment:** CANDIDATES will submit weekly/monthly time sheets/status reports signed by INTIME ESOLUTIONS's client for services rendered. Authorized overtime will be paid to VENDOR in accordance with the specific INTIME ESOLUTIONS's client's company policy relating to contractor's overtime compensation. Invoices will be sent to INTIME ESOLUTIONS by email/fax on a monthly basis and are payable within **FIVE (5) business days** after INTIME ESOLUTIONS receives payment from client. INTIME ESOLUTIONS will pay VENDOR only for those hours specifically approved and paid for by INTIME ESOLUTIONS's client. Reimbursement of Client approved expenses will only be made as stated in the attached Purchase Order.

It is the responsibility of VENDOR to notify INTIME ESOLUTIONS of any missing payments or payment discrepancies of any kind within 90 days of week ending date of service. All items aged beyond 90 days from date of service, regardless of Invoice date, shall be considered paid in full and no further inquiry or claims may be made by VENDOR.

If VENDOR accepts to receive electronic payments through third-party pay systems such as QuickBooks/BillPay, it is VENDOR's sole obligation to change its bank details/account number/data/billing address in the applicable system to ensure payments are routed correctly in a timely manner. VENDOR acknowledges and agrees that INTIME ESOLUTIONS does not have access to this information and is not liable for VENDOR's changes (or lack thereof) made to third-party pay systems.

C. INTIME ESOLUTIONS will bill its client based upon the hours contained in VENDOR's invoice at the rates agreed upon between INTIME ESOLUTIONS and Client. VENDOR accepts any tenure bill rate reduction from Client, and that it will flow down to VENDOR. The difference between the amount paid to INTIME ESOLUTIONS by its Client and the amount due to VENDOR per VENDOR's invoice shall be retained by INTIME ESOLUTIONS. INTIME ESOLUTIONS will deduct MSP fee from VENDOR payments if applicable. VENDOR agrees to refund to INTIME ESOLUTIONS its proportionate share of any amount pre-paid to VENDOR by INTIME ESOLUTIONS if INTIME ESOLUTIONS does not receive full payment from its client due to client's dissatisfaction with a CANDIDATE's performance.

### **3. Confidentiality:**

VENDOR acknowledges that INTIME ESOLUTIONS and/or INTIME ESOLUTIONS's clients may disclose to CANDIDATES confidential information related to the business processes, apparatus, products, research programs or any and all the information they consider proprietary.

In consideration of the terms of this Agreement, VENDOR agrees that any confidential information, including but not limited to written embodiment thereof, is the property of INTIME ESOLUTIONS or INTIME ESOLUTIONS's clients, and is to be held by VENDOR's CANDIDATES in trust solely for INTIME ESOLUTIONS or INTIME ESOLUTIONS's clients' benefit and shall not be used or disclosed to any third party during or after the termination of this AGREEMENT.

VENDOR shall keep all information regarding this AGREEMENT confidential, including but not limited to the revenue sharing arrangement, client names, billing rates, and shall not disclose any part of its contents to any third party. VENDOR shall be responsible for ensuring compliance with the terms of this provision by its CANDIDATES.

### **4. Non-Solicitation and Non-Circumvention:**

VENDOR acknowledges that the CLIENT relationship exists solely between INTIME ESOLUTIONS and CLIENT. VENDOR and/or its CANDIDATE will refrain from any activity that could adversely impact the relationship between INTIME ESOLUTIONS and its CLIENT.

Commencing from the first date of VENDOR's engagement with INTIME ESOLUTIONS and continuing for a period of **TWENTY-FOUR (24) months** from the date of termination of this Agreement or the end of the last CANDIDATE placement, whichever is later, VENDOR and/or its CANDIDATE shall not directly or indirectly:

- a) Provide information technology services to any Client's department and/or division at which VENDOR's CANDIDATE was assigned or introduced, except through INTIME ESOLUTIONS.
- b) Solicit, contact, or accept business from any INTIME ESOLUTIONS client where VENDOR's CANDIDATES have been submitted or placed.
- c) Circumvent this AGREEMENT to eliminate INTIME ESOLUTIONS's margin or relationship.

Similarly, INTIME ESOLUTIONS agrees that for the same TWENTY-FOUR (24) month period, it shall not directly employ or contract with any CANDIDATE presented by VENDOR under an RTR without VENDOR's written consent and payment of appropriate conversion fee.

## 5. Liquidated Damages:

The parties acknowledge that breach of the non-solicitation and non-circumvention provisions would cause irreparable harm that would be difficult to quantify. Therefore, the parties agree that in the event of a breach of Section 4 of this AGREEMENT:

- a) The breaching party shall pay liquidated damages of **FIFTEEN THOUSAND DOLLARS (\$15,000)** per occurrence to the non-breaching party.
- b) For circumvention resulting in ongoing business, the breaching party shall additionally pay the equivalent of twelve (12) months of projected revenue based on the average monthly billing.
- c) These damages are cumulative and per violation, not per agreement.
- d) Payment of liquidated damages does not relieve the breaching party of other obligations under this AGREEMENT.

## 6. Termination:

This AGREEMENT shall be in effect upon being executed by both parties and shall remain in effect for an initial term of **TWO (2) years**, automatically renewing for successive one-year terms unless terminated. Notwithstanding the termination of this Agreement, the terms of this Agreement shall apply to any active placements and Purchase Orders, and the non-solicitation provisions shall survive.

VENDOR understands that the initial ten (10) business days are considered trial period for the Client and the hours shall be billed only if Client accepts and decides to continue with CANDIDATE services. VENDOR agrees that if CANDIDATE is terminated because of performance problems during the initial ten (10) business days, INTIME ESOLUTIONS will neither bill Client for services nor pay VENDOR for those services.

Both parties may terminate this Agreement and/or associated Purchase Order by giving thirty (30) days written notice. INTIME ESOLUTIONS will make a good faith effort to provide thirty (30) days notice for termination of specific CANDIDATE assignments, provided INTIME ESOLUTIONS receives as much notice from Client. INTIME ESOLUTIONS may terminate specific assignments with immediate effect where Client terminates the service of CANDIDATE without prior notice.

In the event of termination, release or removal of the Consultant, the final payment in relation to such CANDIDATE will be processed only after receipt of all Client property from such CANDIDATE. In the event CANDIDATE fails to return all assets within ten (10) days from the last working day, VENDOR will be liable for the replacement cost of such assets and INTIME ESOLUTIONS may deduct the amount from any invoices due to VENDOR.

## 7. Supply of Personnel:

All CANDIDATES shall remain the employees of the VENDOR and the VENDOR shall be solely responsible for the timely payment of each CANDIDATE's salaries/wages, payroll taxes, all State & Federal taxes, Social Security taxes, Workers' Compensation premiums and other costs and charges incurred in connection with its employees.

It is expressly understood by the parties hereto that all CANDIDATES shall remain under the employ of the VENDOR and INTIME ESOLUTIONS shall have no obligation to compensate such CANDIDATES directly. INTIME ESOLUTIONS has no right to control or direct the details, manner or means that VENDOR and/or its CANDIDATES use to accomplish the results of the services performed.

VENDOR shall comply with all state and federal laws with respect to employment, including immigration laws, minimum prevailing wages and overtime laws. If requested by INTIME ESOLUTIONS, VENDOR shall supply written evidence/proof that any CANDIDATE is legally entitled to work and reside in the United States during the period referred to INTIME ESOLUTIONS under this AGREEMENT.

VENDOR hereby indemnifies and holds harmless INTIME ESOLUTIONS against any loss, cost or other injury as a result of the VENDOR's referring any CANDIDATE not legally permitted to work in the United States and for non-compliance with employment regulations.

INTIME ESOLUTIONS's CLIENTS may require E-Verify, drug, education, criminal and professional background checks before the commencement of project. VENDOR agrees to conduct and bear the cost of all such checks

unless specifically agreed that Client will reimburse. VENDOR agrees to co-operate and provide all required documents. In cases where background check processing time is longer than usual, CLIENT may onboard the CANDIDATE prior to receiving results. VENDOR understands that CLIENT has sole authority to terminate CANDIDATE based on background check results.

#### **8. Services to be Performed:**

INTIME ESOLUTIONS hereby retains VENDOR to perform information technology services for INTIME ESOLUTIONS or its Client as set forth in the Purchase Order/Position Addendum attached hereto and any Statement of Work that may be assigned by both parties at any time in the future prior to the termination of this AGREEMENT utilizing the VENDOR Consultant(s) specified in such Statement of Work. VENDOR shall not subcontract all or part of the services or assign it to any other party to perform pursuant to this Agreement without the prior written agreement of INTIME ESOLUTIONS.

VENDOR is acting as an Independent Contractor, and not as an agent, partner or employee of INTIME ESOLUTIONS, in the performance of this AGREEMENT.

#### **9. Performance of Work:**

VENDOR represents that its CANDIDATES possess the training, skills, and expertise necessary to perform the consulting services required by this AGREEMENT in a competent and professional manner. If requested by INTIME ESOLUTIONS, VENDOR shall supply work-related reference checks validating technical and professional competency.

INTIME ESOLUTIONS's client in most cases will do only a phone interview and hire over the phone without meeting such CANDIDATE in person, hence VENDOR agrees to deliver the same CANDIDATE submitted to INTIME ESOLUTIONS and interviewed by INTIME ESOLUTIONS's client. If INTIME ESOLUTIONS learns of any misrepresentation on VENDOR's part of delivering a different CANDIDATE, then VENDOR will be liable for a minimum of \$15,000 billing loss incurred by INTIME ESOLUTIONS.

VENDOR agrees to provide replacement CANDIDATES within forty-eight (48) hours if a CANDIDATE is rejected during the trial period or terminated for performance issues. Such replacement shall be at no additional cost to INTIME ESOLUTIONS or its client.

#### **10. Insurance Requirements:**

VENDOR shall maintain at its own expense the following insurance coverage:

- i) Commercial General Liability including Products, Completed Operations, Personal and Advertising Injury, Contractual Liability, Bodily Injury and Property Damage - \$2,000,000 per Occurrence, \$5,000,000 Aggregate.
- ii) Workers' Compensation - Statutory Limits as required by state law.
- iii) Employer's Liability - \$1,000,000 each accident.
- iv) Professional/Errors & Omissions Liability - \$1,000,000 Each Wrongful Act.
- v) Cyber Liability - \$1,000,000 (required if CANDIDATES access Client systems).

VENDOR shall by endorsement have INTIME ESOLUTIONS named as an "additional insured" and shall cause its insurers to waive subrogation against INTIME ESOLUTIONS. Evidence of insurance shall be provided before first placement with thirty (30) days cancellation notice provision.

#### **11. Indemnification:**

VENDOR agrees to indemnify and hold INTIME ESOLUTIONS harmless from and against all claims, losses, liability, suits and actions, judgments and costs which shall arise from or grow out of:

- a) Any claim brought by VENDOR's employees for payment of wages, overtime, benefits, or any employment-related claim.

- b) Any injury to persons or damage to property caused by VENDOR's CANDIDATES.
- c) Any breach of confidentiality or proprietary information by VENDOR or its CANDIDATES.
- d) Any failure to comply with applicable laws, including employment and tax laws.
- e) Any claim related to work authorization or immigration status of CANDIDATES.

In no event shall INTIME ESOLUTIONS be liable for special or consequential damages. INTIME ESOLUTIONS's total cumulative liability to VENDOR shall not exceed unpaid fees due to VENDOR pursuant to all Purchase Orders hereunder.

## **12. Compliance:**

VENDOR shall comply with all laws concerning data protection, privacy, and the processing of personal data where applicable to the Services, including but not limited to GDPR and CCPA. VENDOR will at all times have in place commercially reasonable technical, organizational and physical security measures to protect all data including personal information.

## **13. General Provisions:**

- a) This Agreement supersedes all previous agreements between INTIME ESOLUTIONS and VENDOR. Sections 3, 4, 5, and 11 shall survive any termination of this AGREEMENT.
- b) No modification, amendment or supplement to this AGREEMENT shall be effective unless in writing and signed by both parties.
- c) Neither party shall be liable for failure to perform due to causes beyond reasonable control including but not limited to acts of God, natural disasters, war, or government actions.
- d) This AGREEMENT shall be governed by the laws of Wyoming. Any disputes shall be brought in the state or federal courts of Wyoming within six (6) months of the incident.
- e) If any provision is declared void or unenforceable, the remaining provisions shall continue in effect.
- f) This Agreement may not be assigned by either party without prior written consent.
- g) Notices shall be sent to the addresses listed above via certified mail or confirmed email.

VENDOR represents that the signatory is authorized to sign this agreement, has read and understands the terms, has had opportunity to seek legal counsel, and is voluntarily signing this Agreement.

This is a protected document. Only those sections intentionally left blank are authorized for inputs. Only changes that are made through INTIME ESOLUTIONS's contract management group and signed by INTIME ESOLUTIONS's authorized representative will be accepted and legally incorporated into this document. Other changes will be null and void, regardless of otherwise valid signatures or executed purchase orders. Initial all the pages, whereupon it will become a binding contract between INTIME ESOLUTIONS and VENDOR effective as of the date of acceptance by signature below.

**ACCEPTED AND AGREED TO:**

INTIME ESOLUTIONS INC.

By:   
[Signature]

Name: Sumanth Nagolu

Title: Founder & CEO

Date: \_\_\_\_\_

VENDOR

Company Full Legal Name: \_\_\_\_\_

FEIN: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Complete Mailing Address (Vendor Location):

\_\_\_\_\_  
\_\_\_\_\_

Higher Authority Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Higher Authority Phone No: \_\_\_\_\_

Higher Authority Email ID: \_\_\_\_\_

Details of Account Payable Team:

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

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

[Signature]

Signing Authority Name: \_\_\_\_\_

Title of Signing Authority: \_\_\_\_\_

Email ID of Signing Authority: \_\_\_\_\_

Phone Number of Signing Authority: \_\_\_\_\_

Date: \_\_\_\_\_