

2910 Kerry Forest Pkwy, D4-125, Tallahassee, FL, 32309

**Phone 850-656-8308**

**FAX 850-656-8308**

## AGREEMENT FOR PROFESSIONAL SERVICES

[ONETECHPLACE Contract Reference #2012-03.sub]

This Agreement is made the 20th day of June, 2012 by and between OneTechPlace , Inc., a Florida corporation, whose principle place of business is

2910 Kerry Forest Pkwy, D4-125, Tallahassee, FL, 32309

(hereinafter referred to as "ONETECHPLACE") and (FEIN), (hereinafter referred to as "COMPANY").

### RECITALS

WHEREAS, ONETECHPLACE is in the business of providing computer software development personnel, network consulting, technical services and technical personnel. ONETECHPLACE has contracts with entities, (hereinafter referred to as “CUSTOMER”), to provide such services, and, in particular, technical personnel generally referred to and referred to herein as “Engineers”; and,

WHEREAS, COMPANY employs Engineers and other professional and non-professional persons skilled to provide computer related technical services; and,

WHEREAS, ONETECHPLACE desires to enter into this agreement whereby COMPANY makes available Consultants, Engineers and other skilled personnel to provide computer related technical services pursuant to various contracts that ONETECHPLACE has or may enter into in the future with its CUSTOMERS and to establish the compensation rates applicable to the Consultants and other skilled personnel; and,

WHEREAS, COMPANY desires to provide Consultants, Engineers or other skilled personnel to ONETECHPLACE; and

WHEREAS the parties desire to memorialize their Agreement in writing:

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter recited and the mutual benefits necessary to the Parties, all of which the parties acknowledge, the parties agree as follows:

1. The RECITALS stated above are incorporated herein by reference.
2. **CUSTOMER SPECIFICATION ORDER(S)**:
3. ONETECHPLACE shall provide to COMPANY a document (which shall hereinafter be referred to as “CustSpec”) which shall detail the term of service, service requirements, service location and the name of the person or persons to be assigned or the technical skills needed for the assignment.
4. COMPANY shall provide Engineers or other personnel who are acceptable to ONETECHPLACE for specific assignment for the CustSpec. ONETECHPLACE shall request specific assignment by placing a CustSpec with the COMPANY. COMPANY shall confirm receipt and acceptance of the CustSpec within seventy-two (72) hours of placement by ONETECHPLACE. ONETECHPLACE shall make payment to COMPANY only on confirmed CustSpec and then pursuant to the terms of this Agreement.
5. In the event CUSTOMER requests an extension in the term of service for a CustSpec, COMPANY agrees that so long as notice of the extension request and the term thereof is received thirty (30) or more days before the expiration of the CustSpec it shall be extended under the same terms, conditions and personnel expressed in the CustSpec.
6. ONETECHPLACE may terminate a CustSpec with or without cause upon fourteen (14) days written notice to COMPANY by registered mail at the above referenced address or such other address as may be designated in writing. ONETECHPLACE may terminate a CustSpec with cause upon immediate notice to COMPANY if COMPANY’S provided service personnel causes or is about to cause damage or irreparable injury to ONETECHPLACE or its CUSTOMER.
7. **TERM OF AGREEMENT**:

This Agreement shall be effective as of the date first written above and shall continue until terminated by either party upon fourteen (14) days written notice by registered mail, return receipt requested to the other party at the above-referenced address, however, if terminated by the COMPANY, the COMPANY shall complete all CustSpecs unless otherwise agreed by ONETECHPLACE. All confidentiality, non-disclosure, non-compete, non-interference and non-hire clauses shall survive two years after termination.

1. **INDEPENDENT CONTRACTOR STATUS /** **EMPLOYMENT RELATIONSHIP**

Notwithstanding any terms or provisions of this Agreement to the contrary, it is understood and agreed that ONETECHPLACE is an independent contractor and neither COMPANY nor any of its service providers to include engineers and related technical personnel shall have any rights to any ONETECHPLACE or CUSTOMER benefits nor for any purposes deemed or intended to be employees of ONETECHPLACE or CUSTOMERS. This agreement shall not be construed as a partnership or a joint venture and neither Party is authorized to bind the other with respect to third parties, and neither Party shall be liable for any obligations incurred by the other Party except as expressly provided herein. All personnel assigned by the COMPANY to ONETECHPLACE, shall at all times be employees of COMPANY or COMPANY subsidiary or VENDOR companies and not of ONETECHPLACE. ONETECHPLACE shall be notified by COMPANY in writing anytime if an engineer or other person assigned by COMPANY to fill a CustSpec is not an employee of the COMPANY.

1. The COMPANY shall pay all federal, state, and/or all miscellaneous taxes that are required to be paid by law relating to any compensation for the services rendered by engineers or other personnel provided by COMPANY pursuant to this Agreement. COMPANY shall indemnify and hold ONETECHPLACE harmless from all costs and expenses incurred for failure of COMPANY to comply with this provision.
2. COMPANY shall be responsible for all federal, state, and local requirements regarding immigration of any of COMPANY’S employees. COMPANY is solely responsible for maintaining and complying with all immigration laws and regulations for the COMPANY’S employees. COMPANY shall indemnify and hold ONETECHPLACE harmless from all costs and expenses incurred for failure of COMPANY to comply with this provision.
3. COMPANY shall not reassign any personnel assigned to ONETECHPLACE under any CustSpec under this agreement without specific written consent of ONETECHPLACE.

1. **COMPENSATION**

ONETECHPLACE and COMPANY agree that the compensation to be paid to COMPANY by ONETECHPLACE for professional and non-professional services pursuant to this agreement shall be as follows (unless otherwise agreed upon in writing by ONETECHPLACE and COMPANY):

For XXXXXXXXXXXXXX::

1. Professional Rate shall be $XX.00 per hour.
2. Non-Professional Rate shall be $XX.00 per hour..
3. Any pay increases from our Client will be paid directly to COMPANY, net a deduction of Ten percent (10%) for ONETECHPLACE operational fees.

COMPANY shall submit to ONETECHPLACE **by no later than the 5th day after each billing cycle** (currently four weeks) an itemization of the hours performed by COMPANY’S engineers and personnel pursuant to this Agreement which must include copies of all time sheets and status reports signed by the CUSTOMER. All approved statements shall be paid by ONETECHPLACE to COMPANY within five business days (5) **of ONETECHPLACE receiving payment from CUSTOMER / VENDORS, and no later than 45 days from invoice receipt date.**

All CUSTOMER approved travel costs incurred by COMPANY’S engineers and personnel pursuant to this Agreement, shall be paid by ONETECHPLACE to COMPANY within five business days (5) **of ONETECHPLACE receiving payment from CUSTOMER / VENDORS.**

In the event that ONETECHPLACE is not reasonably satisfied with the service of COMPANY’S employee for any reason, ONETECHPLACE shall notify COMPANY in writing and ONETECHPLACE may, at its option, immediately terminate the employee or terminate the employee upon fourteen (14) days notice. COMPANY shall have the obligation to immediately replace the employee with an employee with the necessary skills and qualifications to complete the CustSpec.

6. **NON-INTERFERENCE**

COMPANY recognizes and agrees that ONETECHPLACE and its CUSTOMER have a contractual relationship and that COMPANY shall not, in any fashion, interfere with this relationship. Such interference shall be cause for ONETECHPLACE to immediately terminate this Agreement and seek appropriate relief, to include damages.

1. **CONFIDENTIALITY**

COMPANY and its Engineers, Consultants, and other personnel recognize and acknowledge that ONETECHPLACE possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in the possession of ONETECHPLACE relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective CUSTOMERS, marketing plans, marketing methods, and trade secrets of every kind and character. COMPANY agrees that all of the confidential information is acquired and held by COMPANY in a fiduciary capacity for the benefit of ONETECHPLACE, and is and shall continue to be the exclusive property of ONETECHPLACE, whether or not prepared in whole or in part by COMPANY and whether or not disclosed to or entrusted to COMPANY’S custody. COMPANY agrees that neither it nor its agents, servants, employees, Engineers, Consultants, or other personnel shall, at any time following the execution of this Agreement, during the term of this Agreement and for a period of two (2) years following termination of this Agreement, use or disclose in any manner any confidential information of ONETECHPLACE. To the extent any inventions, technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, software code, or other materials prepared by COMPANY in the performance of any services under this Agreement include material subject to federal copyright protection, such materials have been specially commissioned by ONETECHPLACE and they shall be deemed "work for hire" as such term is defined under U.S. copyright law. To the extent any such materials do not qualify as "work for hire" under applicable law, and to the extent they include material subject to copyright, patent, trade secret, or other proprietary rights protection, COMPANY hereby irrevocably and exclusively assigns to ONETECHPLACE, its successors, and assigns, all right, title, and interest in and to all such materials. To the extent any of COMPANY’s rights in the same, including without limitation any moral rights, are not subject to assignment hereunder, COMPANY hereby irrevocably and unconditionally waives all enforcement of such rights. COMPANY shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm the assignments contemplated by this paragraph and the remainder of this Agreement. All documents, magnetically or optically encoded media, and other tangible materials created by COMPANY as part of its services under this Agreement shall be owned by ONETECHPLACE.

COMPANY agrees to and hereby assigns ONETECHPLACE or its nominees, all royalties generated from all United States and foreign patent rights resulting from the COMPANY’S work conducted on behalf of ONETECHPLACE.

COMPANY will regard the terms and conditions of this Agreement and any subsequent CustSpecs as confidential and will not disclose these to any third parties, including employees or agents of COMPANY, and/or ONETECHPLACE’S CUSTOMERS.

8. **NON-COMPETE**

N/A

9. **SOLICITATION OF EMPLOYMENT**

COMPANY agrees not to hire or solicit the employment of any agent, servant, independent contractor, or employee of ONETECHPLACE during the term of this Agreement and for two years after termination.

ONETECHPLACE agrees not to hire any personnel assigned to ONETECHPLACE under any CustSpec during the term of that individual’s work under the CustSpec. ONETECHPLACE agrees not to hire any personnel that work for the COMPANY for a period of two years after termination of that employee’s performance on a CustSpec under this Agreement.

1. **RETURN OF MATERIALS**

COMPANY agrees that upon termination of this Agreement, COMPANY will immediately return to ONETECHPLACE or destroy and certify to ONETECHPLACE the destruction of all originals and copies of all drawings, blueprints, notes, memoranda, specifications, designs, writings, software, devices, documents and any other material containing or disclosing any confidential or proprietary information of ONETECHPLACE.

1. **WARRANTIES**

COMPANY warrants that:

COMPANY’s agreement to perform pursuant to this Agreement does not violate any agreement or obligation between COMPANY and a third party; and

In performing pursuant to this Agreement, COMPANY will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and

The services provided by COMPANY shall be performed in a professional manner, and shall be of a high grade, nature, and quality. The services shall be performed in a timely manner and shall meet all qualifications stipulated or agreed by COMPANY and ONETECHPLACE.

12. **INDEMNIFY**

COMPANY agrees to indemnify, defend, and hold ONETECHPLACE and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with any breach of this Agreement by COMPANY, its Engineers, Consultants, agents, employees or other personnel.

13. **INSURANCE**

COMPANY shall provide a certificate of proof of $500,000 comprehensive general liability insurance in a form, and with licensed insurers all of which are acceptable to ONETECHPLACE and provide for ONETECHPLACE to be an additional insured thereon. COMPANY shall require its insurers to provide ONETECHPLACE with a minimum of thirty (30) days advance notice of any change to the insurance that either cancels or reduces in any manner the insurance coverage.

In the event that the COMPANY fails to provide or maintain the obligations imposed by the proceeding paragraphs, then ONETECHPLACE shall have the right to terminate this Agreement or alternatively to procure the necessary coverage and deduct the cost of such coverage from money owing to the COMPANY.

1. **GENERAL**

Attorneys' Fees. If either party to this Agreement brings suit relating to or arising from this Agreement or COMPANY’S relationship with ONETECHPLACE, the prevailing party shall be entitled, in addition to such other relief as may be granted, to recover reasonable attorneys' fees and costs in such legal proceedings from the non-prevailing party, to include paralegal and appellate fees and costs.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law principles. The parties agree that venue for any cause of action shall lie exclusively in the state courts of the Second Judicial Circuit, in and for Leon County, Florida, or the United States District Court for the Northern District of Florida, Tallahassee Division.

Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.

Amendment. This Agreement may be amended only in writing signed by duly authorized representatives of ONETECHPLACE and COMPANY.

Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. If a court of competent jurisdiction narrows or limits the scope of any provision herein, this Agreement will be interpreted and enforced with those limitations.

Construction and Interpretation. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party. This Agreement has been prepared jointly by the parties and it is agreed that it shall not be interpreted against either of the parties as a matter of interpretation of contract.

Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

Nonwaiver. No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of ONETECHPLACE, by an officer of ONETECHPLACE or other person duly authorized by ONETECHPLACE.

Remedy for Breach. The parties hereto agree that, in the event of breach or threatened breach of any covenants of COMPANY, the damage or imminent damage to the value and the goodwill of ONETECHPLACE’S business shall be irreparable and inestimable, and that therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that ONETECHPLACE shall be entitled to injunctive relief against COMPANY in the event of any breach or threatened breach of any of such provisions by COMPANY, in addition to any other relief (including damages) available to ONETECHPLACE under this Agreement or under law. Any Bond requirement for injunctive relief is hereby waived.

Notices. Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if and when sent by certified or registered mail, with postage prepaid, to COMPANY’s principal office as noted in the first paragraph, or to ONETECHPLACE’s principal office, as the case may be. Notice shall be sufficient whether or not the certified or registered notice is “refused” or otherwise not accepted at recipient’s address.

Assistance. COMPANY shall, during and after termination of services rendered, upon reasonable notice, furnish such information and proper assistance to ONETECHPLACE as may reasonably be required by the COMPANY in connection with work performed by COMPANY; provided, however, that such assistance following termination shall be furnished at the same level of compensation as provided in Section 2.

Assignment. Neither party may assign this Agreement or any of its duties and obligations hereunder without the prior written consent of the other party.

Heirs and Assigns. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

Force Majeure. Either party shall be excused from performance hereunder by reasons beyond such parties’ reasonable control, provided that such party immediately notifies the other of the reason for the delay and the anticipated effect. Performance shall be delayed no longer than the period of the force majeure.

Prior to the execution of this Agreement, the parties have had the opportunity to have this Agreement reviewed by counsel of their own choosing and agree to abide by its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

Name: V-Soft Consulting Group, Inc. ONETECHPLACE, INC.:

By: By:

Printed Name: Printed Name: Bill Chamberlain

Its: Its:

WITNESS: WITNESSES FOR ONETECHPLACE

Printed Name: Printed Name:

Printed Name: Printed Name:

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF \_\_\_\_\_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 2011, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as a representative of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. who is personally known to me or who has produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as identification and who did not take an oath.

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

NAME:

NOTARY PUBLIC

State of \_\_\_\_\_\_\_\_\_\_\_\_\_ at Large

My Commission Expires:

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as a representative for ONETECHPLACE , INC., who is personally known to me or who has produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as identification and who did not take an oath.

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

NAME:

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: