



Special Acknowledgment (“Acknowledgement”)

You hereby acknowledge that:

1. eTeam, Inc. (“eTeam”) has been hired by ACS to administer and facilitate the services provided by independent contractors (“IC’s”) to The American Chemical Society (“ACS”). The term independent contractor varies from country to country but herein refers globally to the classification of an independent, self-employed, non-employee individual worker according to the laws and criteria in the worker’s country of residence / tax responsibility.
2. As per the agreement between ACS and eTeam, eTeam is responsible for, among other things,
 - a. Administration. eTeam is responsible for administering all of the documents required to engage and hire an IC, including, for example, the master agreement and any applicable work order or statement of work.
 - b. Compliance. eTeam is responsible for conducting classification screening on all freelancers to ensure propriety of the independent contractor classification according to the freelancer’s country of residence / tax responsibility.
 - c. Treasury. eTeam is responsible for collecting payment from ACS, and then paying IC’s, based on time and/or deliverables that are approved by ACS and the successful performance of services by IC’s.
3. You are an independent contractor, **not an employee** of the Client. As such, you are an independently established business providing services to the Client and do not require, nor will you receive, direct or day-to-day supervision by the Client to deliver your services. Note: The objective of eTeam’s compliance testing process (referenced in 1.b above), is to determine whether the relationship between you and the Client meets these and other requirements to be an IC under applicable law.
4. As an independent contractor providing services to the Client, you are not entitled to the same rights, protections, or benefits as an employee of the Client. For purposes of clear and unambiguous understanding of the impact of the independent contractor classification, you acknowledge your responsibility regarding the following:
 - **TAXES**. The Client will **not** withhold taxes from your pay. Instead, you are responsible for filing and paying all taxes to the appropriate taxing authorities, such as self-employment tax, income tax, according to the laws and requirements of your country of residence / tax responsibility.





- **UNEMPLOYMENT COMPENSATION**. As an IC you are **not** eligible for unemployment compensation payments when your independent contractor engagement with the Client ends, regardless of how it is terminated or expires.
- **WORKERS' COMPENSATION**. As an IC you are **not** protected by the Client or eTeam or either's workers compensation insurance coverage in the event you suffer a workplace injury.
- **BENEFITS**. As an IC you are **not** entitled to any benefits (i.e., health, dental, vision insurance, retirement savings, stock options, etc.) that eTeam or the Client extends to its employees.

The exclusion of the above noted rights and benefits to ICs is a matter of labor and business laws and will apply to you as required by applicable laws in your country of residence / tax responsibility, regardless whether eTeam or any other company administers and facilitates the relationship between you and the Client.

By signing below, you acknowledge that you understand and agree with all of the statements set forth in this Acknowledgment. You acknowledge and agree that you desire to provide services to the Client as an IC, for the benefit of the Client, and that you are not being improperly classified as an IC nor are you being forced or coerced by eTeam or the Client to do so. You acknowledge that prior to signing this Acknowledgment, you have been afforded the opportunity to ask eTeam and the Client any questions you want concerning the statements in this Acknowledgement.

Name: _____

Signature: _____

Date: _____

