External Company Service Agreement

This Agreement is entered into this __ **day of** _____, by and between _____
here in after referred as Customer and

      Name: (Referred as Company)

      Address:

      Federal ID:

Reference made here any other place in this agreement to clients or Customer clients shall be interpreted to mean that Customer Clients/Client Sites/Departments/Projects/Managers specified in Purchase/Work Order, where Customer assigns Company personnel.

1. EMPLOYMENT

On the terms and conditions set forth herein, Customer hereby retains Company, and Company agrees to be so retained and available to Customer as may be reasonable requested, to act as an independent contractor to the executive and management personnel of Customer.

Company staffs are identified in Work Order/Purchase Order.

The term company as used herein shall be used to specify either the company or staff provided by company as appropriate.

2. COMPENSATION

In return for Company's agreement to provide staff to be reasonably available, Customer agrees to pay Company at the rates specified in Purchase Order/Work Order for work performed in Customer or its (Customer) client offices/sites. Customer will pay Company mutually agreed hourly charges specified in purchase order/Work Order, invoiced Monthly and payable net 45 days. This rate shall be applicable to a maximum of 40 hours per week. Overtime work will not normally be done except with prior approval of client but if required shall be charged at a mutually agreed rate, for hours in excess of 40 hours a week which will be specified in Purchase Order/Work Order.

As an independent contractor, Company agrees to be responsible for all expenses normally borne by an independent employer, including, but not limited to, FICA, federal, state and local income taxes, federal and state unemployment taxes, workmen's compensation, and ordinary insurance protection.

Company further agrees to maintain time records showing project hours and tasks which shall be available to Customer for inspection upon request. Company shall submit such time records to Customer at the end of each week.

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By accepting this Agreement, Company certifies that Company and all staff provided qualify as an independent contractor as defined by the Tax Reform Act of 1986, and thereby indemnifies Customer from any and all liabilities relating to federal and state tax withholding liabilities, federal and state unemployment taxes, and workmen's compensation.

3. TERM

Company shall be employed on a project(s) basis as assigned by Customer. Company recognizes that such employment is project oriented and terms are defined in the Purchase Order/Work Order. Customer therefore reserves the right to terminate this Agreement at Customer's discretion based upon conditions associated with Company's assigned project(s).

Customer further reserve the right to terminate a single or multiple staff members as provided by Company consistent with the provisions of this section (3. TERM) of Agreement, and with mutual agreement in-between Customer and Company.

In the event that Company does not perform work in a professional and technically competent manner, Customer reserves the right to cancel this Agreement without notice. In the event of such cancellation, Customer agrees to pay Company for all reasonable hours worked prior to cancellation.

In the event that Company elects to terminate this Agreement prior to project completion, Company agrees to provide Customer with a two-week termination notice for the assigned project and it is mutual.

4. CONFIDENTIALITY

Company acknowledges that it is being retained to offer professional consulting services to the executive and management personnel of Customer and that the information developed and utilized by Customer in the conduct of its business, except to the extent such information is available to the general public at the same time of entering into this Agreement, is proprietary information and constitutes a trade secrets to any third party or use any such proprietary information or trade secrets in any way to compete with or injure Customer or clients of Customer. Upon termination of Company's employment hereunder, without regard to the reason for such termination, Company agrees to promptly deliver Customer all documents and all other tangible material, including all copies thereof, evidencing such proprietary information.

5. OWNERSHIP OF FILES AND WORK PRODUCT

Company agrees that all files, data and other work product, of any kind whatsoever, produced by Company or arising from its employment under this Agreement shall be the sole property of Customer or clients of Customer and constitute proprietary information and trade secrets of Customer or clients of Customer. Upon termination of Company's employment hereunder,

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without regard to the reason for such termination, Company agrees to promptly deliver to Customer all such files and work product.

6. TRADE SECRETS

Company agrees to use industry-accepted practices to protect the trade secrets of Customer or client of Customer.

7. NON-SOLICITATION

Company agrees that during the term of this agreement and for one year thereafter, Company shall not directly or indirectly through its officers, directors, agents, brokers, subsidiary, employees who are retained by Customer or otherwise, offer or provide its services to Customer clients (only the assigned project of Company's personnel) except through Customer.

8. COMPETITION FOR CUSTOMER AND COMPANY.

A. During the term of this Agreement, and any renewals thereof, and for one years after the expiration of the initial and renewal periods, Company agrees that it will pay a finders fee to Customer if:
   1. Company or any of its personnel: (a) provides or attempts to provide, or advises others of the opportunity to provide, directly or indirectly, any services to any Client to which Company has been introduced or about which company has received information through Customer or through any Client for which Company has performed services or to which Company was introduced under this Agreement; or (b) retains or attempts to retain, directly or indirectly, for itself or for any other party, the services of another one of Customer Contractors or employees to which company has been introduced or has received information through this Agreement.
B. The parties agree that the amount of the finder's fee shall be the same amount that Customer have earned if Customer had placed Company, or such other person or persons, in such position(s) with any Client or party covered hereby as that amount is calculated by Customer policy at the time such services commence. In case of discrepancy, it will be handled through the court of Colorado.

9. MISCELLANEOUS

A.   This Agreement and all provisions hereof shall bind and inure to the benefit of Customer, Company and their respective personal representatives, heirs, successors, and assigns.

B.   If any provision of this Agreement shall be held to the invalid, illegal or unenforceable, such provision may be served or enforced to the extent possible and such invalidity, illegality or unenforceability shall not affect the remainder of this Agreement.

C.   This Agreement and the attached phase descriptions set forth the entire agreement of the parties hereto and all prior discussions and agreements are merged herein. This Agreement may be amended or modified only by a written agreement subscribed to by both the parties hereto.

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D.   This Agreement and all questions arising hereunder shall be governed by the laws of the State of Colorado.

For _____   For _____

_____   ____

Signature: _____   Signature: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____