



GLOBE CONSULTANTS INDEPENDENT CONTRACTOR AGREEMENT NO. _____ (rev 10/00)

THIS AGREEMENT is between GLOBE CONSULTANTS. ("GLOBE CONSULTANTS") with branch offices located at _3112 Porter st. Soquel, CA_and . ("Contractor").

1. Type of Agreement

GLOBE CONSULTANTS is in the business of locating temporary personnel with information technology skills for various clients ("Client"), to provide specifically designated technical services. This Agreement is a contractual vehicle which will allow Contractor to introduce personnel candidates to GLOBE CONSULTANTS in order that GLOBE CONSULTANTS may propose the services of such personnel to the Client under various Client agreements. Contractor will act only as an independent contractor to GLOBE CONSULTANTS under this Agreement and will not act or attempt to act or to represent itself, either directly or by implication, as an agent, partner or joint venturer of GLOBE CONSULTANTS or its affiliates. This Agreement is not a purchase commitment or request for delivery by GLOBE CONSULTANTS of any Contractor services. Any services to be performed under this Agreement by contractor will be authorized only by individual signed Purchase Orders.

2. Purchase Orders

Each Purchase Order will specify the type of services or level of effort required, the term, the negotiated labor rate, the name of the individual performing the services and the performance location(s). No expenses other than labor rates will be allowed. Incidental expenses, such as travel and living, will not be allowed unless specifically authorized by the Client and as detailed in the Purchase Order. GLOBE CONSULTANTS will provide no training, tools, equipment or other materials to Contractor. Contractor's invoiced hours will include no time spent in formal training and Contractor warrants that no Contractor employees are being provided such formal training by GLOBE CONSULTANTS, the Client or anyone on behalf of GLOBE CONSULTANTS or the Client. Specified contract clauses, attachments, addendum and modifications may be incorporated by reference in their entirety into Purchase Orders. It is the responsibility of the Contractor to provide copies of any referenced clauses, attachments, addendum or modifications to the Contractor's employee(s) performing services.

3. Attachments

GLOBE CONSULTANTS and Contractor agree to those terms contained in the attachments, addendum or riders ("Attachment") as may be specified. Examples of Attachments include, but are not limited to, Client contract clauses that are binding upon second tier service providers, pricing schedules, rate tables, or statements of work. Both GLOBE CONSULTANTS and Contractor agree to be bound by any Attachment listed below or as incorporated by reference into a signed Purchase Order:

4. Changes

GLOBE CONSULTANTS and Contractor can mutually agree to change the terms of this Agreement by executing a written Modification to this Agreement or to an existing Purchase Order. Only an authorized GLOBE CONSULTANTS Subcontract Administrator or Branch Manager may issue Modifications to or under this Agreement and Modifications are not valid until they have been signed and accepted by all parties. No proposed change to perform additional services or to provide changes within the general scope of the services, including rate changes, are binding upon GLOBE CONSULTANTS until a Modification has been fully executed. Any work done by Contractor in contemplation of the execution of such a Modification shall be done solely at Contractor's risk.

5. Entire Agreement

This Agreement and all incorporated Attachments represent the complete agreement between GLOBE CONSULTANTS and Contractor. No other agreements or understandings, whether written or oral, including proposals, quotations or acknowledgements shall be considered as a part of this Agreement. Contractor acknowledges that it is entering into this Agreement solely on the basis of the agreements, representations and attachments contained herein.

6. Headings

The headings used in this Agreement are intended for convenience only. They are not a part of the written understanding of the parties and shall not affect the construction or interpretation of this Agreement.

7. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be invalidated.

8. Notices

All correspondence issued in connection with the subject matter of this Agreement must be in writing and should be sent to the following designated parties:

Contractor:

GLOBE CONSULTANTS:
GLOBE CONSULTANTS

Attn: Contract Services

9. Record Maintenance

Contractor agrees to maintain records for a period of three (3) years following the completion of services provided hereunder which adequately substantiate the applicability and accuracy of all charges, as well as specific employee wage and markup rates for such services. Contractor also agrees to produce such records for audit by Client, upon the provision of reasonable advance notice. The length of this record retention period may be increased via Attachments or Purchase Orders pertaining to specific Client engagements.

10. Billing and Payment

Contractor shall invoice GLOBE CONSULTANTS monthly in accordance with the negotiated rates as specified in the applicable Purchase Order. Within one (1) day after the end of each monthly period, the Contractor must submit a GLOBE CONSULTANTS time record approved by an authorized Client representative verifying the number of hours of services provided by the Contractor's employees to the Client. No exceptions will be made to these invoicing instructions except to meet Client specific requirements, which will be separately stated in the applicable Purchase Order. No payments will be made to the Contractor without the submission of an invoice and the associated approvals for time records and Client directed and approved incidental expenses. Approved time records and invoices should be sent for processing to the appropriate GLOBE CONSULTANTS Branch Administrator, as designated on each Purchase Order, and must include the GLOBE CONSULTANTS Purchase Order number as specified on the Purchase Order.

The difference between the amount paid to GLOBE CONSULTANTS by the Client and the amount due to Contractor per its invoice shall be retained by GLOBE CONSULTANTS as a commission from the Client to GLOBE CONSULTANTS for locating Contractor, arranging for interviews and performing associated administrative functions. Contractor is entitled to compensation per its invoice only for services that have been accepted by the Client and further, it is understood and agreed that if the Client refuses to accept and pay GLOBE CONSULTANTS for Contractor's work, provided that such refusal is based on either the quality of the work performed by Contractor or as a result of Contractor's breach of this agreement that GLOBE CONSULTANTS is relieved from paying Contractor for the rejected services, whether or not Client previously approved the billable hours, and Contractor agrees that GLOBE CONSULTANTS has no liability otherwise. Upon written demand from GLOBE CONSULTANTS, Contractor will refund to GLOBE CONSULTANTS any payments previously made for the hours in question. If Contractor refuses to refund such payments, GLOBE CONSULTANTS may deduct these amounts from any other payments due from GLOBE CONSULTANTS to Contractor. At the request of, and as a convenience to Contractor, GLOBE CONSULTANTS may deliver funds to Contractor prior to receiving funds from the Client, and if so requested, GLOBE CONSULTANTS will pay Contractor within thirty (30) days of receipt of a correctly submitted invoice.

Contractor warrants that it bears the sole responsibility for the payment of compensation to its own employees, including, but not limited to, taxes, contributions and benefits. GLOBE CONSULTANTS and the Client have no obligation to provide Worker's Compensation coverage or to pay premium "overtime" payments, at any rate other than the normal rate agreed to in the Purchase Order, to Contractor's employees. GLOBE CONSULTANTS shall not be liable to Contractor or to any of Contractor's employees for the Contractor's failure to perform its compensation, benefit or tax obligation. Contractor shall indemnify, defend and hold GLOBE CONSULTANTS harmless from and against any claims or demands relating to all such taxes, contributions and benefits, and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

11. Contractor Representations

Contractor shall provide competent, professional services in the required disciplines, using its own appropriate independent skill and judgement, and the manner and means that appear best suitable to it to perform the work. GLOBE CONSULTANTS shall have no right or responsibility to and shall not review Contractor's performance, require progress reports, set the order or sequence for performing services, or set Contractor's hours or location of work. Evaluation of Contractor's performance, if any, shall be made by the Client. Contractor agrees that its personnel are not employees of GLOBE CONSULTANTS or the Client. Contractor's employees are not entitled to any rights, benefits or privileges provided by GLOBE CONSULTANTS or Client to their own employees, and Contractor warrants that this information has been communicated to its employee(s) prior to their provision of services under this Agreement. In the event of any claims brought or threatened by any party against GLOBE CONSULTANTS or the Client relating to the status, acts or omissions of Contractor or its personnel, Contractor agrees to cooperate in all reasonable respects, including supporting the assertions of employment status made in this Agreement.

Because of the independent status of Contractor, it is solely and completely accountable for the services it provides to the Client, and neither GLOBE CONSULTANTS, the Client nor the Client's customers shall have any liability to any party for such services provided by Contractor or its personnel. GLOBE CONSULTANTS will not indemnify Contractor for any liability incurred by Contractor, its agents or employees. The Contractor acknowledges that it can discuss directly with the Client task requirements prior to acceptance of the work offered and therefore releases GLOBE CONSULTANTS from any liability relating to representations about the task requirements or the conditions under which the Contractor will be providing services. Consultant authorizes GLOBE CONSULTANTS to verify all Contractor employee information provided in conjunction with this Agreement, including, but not limited to, previous employers, educational records and references. Upon GLOBE CONSULTANTS' request, and to the extent permitted by law, Contractor agrees to conduct and to pay for background checks on its employees when proposing them for service under this Agreement. Background checks may include the following: public criminal records, judgements, credit checks, fingerprinting, drug screening or other Client specific requests.

Contractor warrants that all information provided by Contractor's employees in consideration for providing services to GLOBE CONSULTANTS and its Clients is true to the best of Contractor's and Contractor's employee's knowledge. This includes, but is not limited to, information provided in resumes, references, and interviews. Contractor certifies that personnel provided under this Agreement are not restricted from providing services to GLOBE CONSULTANTS' Client by any employment or other agreements and will not create a conflict of interest. Contractor understands that any misstatements or lack of candor by Contractor or its employees constitute a material breach of this Agreement and may be grounds for immediate termination of individual Purchase Orders, or the Agreement in its entirety, with no liability to GLOBE CONSULTANTS.

12. Insurance

Prior to the provision of services under this Agreement, and at its own expense, Contractor will obtain for itself and its employees, the types

and levels of insurance listed below. Limits may be increased by Modification to this Agreement or to individual Purchase Orders because of Client specific requirements. Contractor agrees to name GLOBE CONSULTANTS as an Additional Insured and will provide a copy of the Certificate of Insurance prior to approval of this Agreement. Upon request, contractor will also provide copy of its insurance binder or policy.

- a) General Liability insurance covering bodily injury, death, and property damage, arising from acts or omissions by Contractor or its employees, with a minimum limit of \$1,000,000.
- b) Workers' Compensation insurance, as required by law, including employer's liability insurance with a minimum limit of \$100,000 per occurrence.
- c) Business automobile insurance covering bodily injury, death, and property damage with a minimum limit of \$500,000 (if vehicle will be used in conjunction with services provided under this Agreement).

13. Laws

This Agreement shall be governed by the laws of the State of California and any lawsuits pertaining to this Agreement, or to the services provided, shall be brought in the federal or state courts in the State of California. Contractor consents to the exercise of personal jurisdiction over it by such courts.

14. Warranty

Contractor warrants that its services and the services of its employees will be provided utilizing reasonable care and skill in accordance with customary industry standards. If any service or deliverable fails to comply with this warranty and the Contractor is so notified in writing, the Contractor will promptly either correct such failure or, if deficiencies can not be corrected to the satisfaction of GLOBE CONSULTANTS or Client, or if Client requests an immediate refund, Contractor will refund the amount paid for such deficient services.

15. Limitation of Liability

GLOBE CONSULTANTS and Contractor agree that neither shall be entitled to recover from the other for any incidental, indirect, special or consequential damages sustained resulting from the action or inaction of the other under this Agreement, whether the cause of action against the other is in contract, breach of warranty, tort, gross negligence or otherwise, including, but not limited to lost profits, lost opportunities and/or delay damages, even if the other party was advised of or was aware of the potential for such damages.

16. Indemnification

Contractor agrees to indemnify and hold harmless GLOBE CONSULTANTS and the Client, and their officers, directors, agents, owners, and employees, for any and all losses, costs and other liabilities incurred, including attorney's fees, relating to any breach of Contractor's obligations set forth herein provided, however, that Contractor's indemnity obligations hereunder shall not extend to the negligence, willful misconduct or breach of this agreement of or by GLOBE CONSULTANTS.

17. Confidential Information

GLOBE CONSULTANTS is required to maintain the confidentiality of information obtained from its client's, as well as information regarding its own business. Contractor agrees not to disclose to any third party any Confidential Information relating to GLOBE CONSULTANTS, its agents, its clients (including Client), its client's customers, or other GLOBE CONSULTANTS Contractors or employees. Confidential Information is information that is disclosed or obtained during the course of services being performed under this Agreement and includes, but is not limited to:

- a) Trade secrets, know-how, tools, methods, techniques, designs, computer source code, customer information, employee information, pricing information, financial information and business strategies.
- b) Any information designated as either proprietary, confidential or that contains some other type of security classification or restriction.
- c) Any information regarding the existence of, and details about any opening for which candidate may be proposed or interviewed or has learned about through such interviews, and the identification of the Client in regard to the opening.

Contractor's employees must not reproduce in any way, divulge, or remove from the Client's premises any tangible or intangible property whatsoever, except personal effects, which could reasonably be construed as constituting Confidential Information relating to GLOBE CONSULTANTS, any Client, or the customers and clients of any Client. All Client data or materials in the possession of Contractor or its employees at either the termination of or completion of services under this Agreement or of individual Purchase Orders must be returned to the Client. All parties agree that the disclosure or use of Confidential Information in breach of this section may give rise to irreparable harm to the injured party and acknowledge that remedies other than injunctive relief may not be adequate. Accordingly, each party has the right to seek equitable and injunctive relief to prevent the unauthorized disclosure or use of any of its Confidential Information, as well as to seek appropriate monetary damages.

18. Intellectual Property Rights

Contractor and its employees agree that all documents, deliverables, software, systems designs, disks, tapes and any other materials created in whole or in part by Contractor and its employees during the provision of services under this Agreement are Works Made for Hire. All ownership and control of the above materials and creations, including any copyright, patent rights and all other Intellectual Property Rights will vest exclusively with the Client and/or GLOBE CONSULTANTS, as specified in the Client Agreement. Contractor assigns to the Client and/or GLOBE CONSULTANTS all right, title and interest that Contractor may have had in such materials and creations to the Client and/or GLOBE CONSULTANTS without any additional compensation and warrants that they are free of all liens and encumbrances of any type. Contractor agrees to execute any documents required by the Client and/or GLOBE CONSULTANTS to register its rights and implement these provisions. Contractor will also disclose to the Client and/or GLOBE CONSULTANTS all discoveries, inventions, enhancements, improvements and similar creations made, in whole or in part, by Contractor during the provision of services under this Agreement.

19. Non-Solicitation

During the term of this Agreement and for a period of one (1) year after its termination or completion of services hereunder, GLOBE CONSULTANTS agrees that it will not solicit for hire, or hire any of Contractor's employees who were performing services through GLOBE CONSULTANTS for Clients pursuant to this Agreement. During the term of this Agreement and for a period of one (1) year after its termination or completion of services hereunder, Contractor and its employees agree that they will not solicit for hire, hire, or advise or assist others with the opportunity to do the same, any employees of GLOBE CONSULTANTS, its agents, its clients (including Client), its client's customers, or other GLOBE CONSULTANTS suppliers or employees about whom it has received information, or to whom it was introduced as a result of any services performed pursuant to this Agreement..

The parties agree that a breach of this section may give rise to irreparable harm to the injured party and acknowledge that remedies other than injunctive relief may not be adequate. Accordingly, each party has the right to seek equitable and injunctive relief, as well as to seek appropriate monetary damages.

20. Non-Competition

During the term of this Agreement and for a restricted period of one (1) year, as measured from the last occurrence of any introduction, interview, or provision of services under this Agreement. Contractor and its employees agree that they will not provide or attempt to provide, or advise or assist others of the opportunity to provide, any services to any:

- (1) to which Contractor or its employees have been introduced under this Agreement;
- (2) with which Contractor or its employees have interviewed under this Agreement;
- (3) for which Contractor or its employees have provided services under this Agreement, or
- (4) to which Contractor or its employees have received information about as the result of any introduction, interview or service provision under this Agreement.

The parties agree that a breach of this section may give rise to irreparable harm to the injured party and acknowledge that remedies other than injunctive relief may not be adequate. Accordingly, each party has the right to seek equitable and injunctive relief, as well as to seek appropriate monetary damages.

21. Right to Hire

Unless otherwise specified, GLOBE CONSULTANTS or Client may offer permanent employment, or otherwise hire, any Contractor Personnel furnished hereunder after Contractor Personnel has been on assignment six (6) consecutive months at no cost to GLOBE CONSULTANTS or Client. Additionally, GLOBE CONSULTANTS or Client may, at its option, offer Contractor Personnel employment at any time, subject to payment of an employment fee. Contractor agrees to release it's Contractor Personnel furnished hereunder from the terms of any restrictive covenant or other agreement, which may inhibit or restrict the ability of Contractor Personnel from accepting an offer of employment that may be made by GLOBE CONSULTANTS or Client.

22. Assignment

Neither this Agreement nor any interest hereunder may be assigned, further subcontracted or otherwise transferred by Contractor to third parties without the prior written consent of GLOBE CONSULTANTS. This Agreement may be assigned by GLOBE CONSULTANTS without the consent of Contractor in connection with the sale, transfer, merger or other assignment of all, or substantially all, of the capital stock or assets of GLOBE CONSULTANTS to an acquiring party that assumes in writing the obligations of GLOBE CONSULTANTS. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, and delegates of the parties hereto

23. Termination

Contractor's services under each Purchase Order will terminate at the end of the minimum time requirement covered by the Purchase Order and any renewals of extensions granted thereunder, or upon twenty-four (24) hours notice if for any reason the Client no longer desires the services of Contractor. Contractor may not voluntarily terminate any services under this Agreement before the specified end dates without incurring a liability for liquidated damages approximating GLOBE CONSULTANTS' lost revenue, unless the Client certifies that the services have been completed or that the Contractor's services are no longer required, except in the event of a health emergency pertaining to the Contractor, in which case the liquidated damages would not be applicable. In the event that Contractor does violate this Agreement through voluntary termination, and not withstanding Section 15 hereof, liquidated damages will be assessed in the amount of two-hundred (\$200) dollars per day, for a period not to exceed the lesser of five (5) working days, or the total number of days required to engage another qualified Contractor.

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

For GLOBE CONSULTANTS:

For Contractor:

By: _____

By: _____

Type/Print: _____

Type / Print: _____

Title: _____

Title: _____

Date: _____

Date: _____