

## **PROFESSIONAL SERVICES AGREEMENT**

It is agreed as of \_\_\_\_\_, 20\_\_\_\_ by and between GLOBE CONSULTANTS, INC., located at 3112 Porter St. suite D, Soquel, CA. 95073 and \_\_\_\_\_, (Client) located at \_\_\_\_\_ that Consultant will provide professional services in accordance with the terms and provisions hereinafter provided.

### **1. SCOPE OF SERVICES**

Consultant agrees to provide services (hereinafter referred to as Services) to Client described herein under Attachment A. Services may be modified or added to by mutual agreement of Client and Consultant. Subsequent modifications to services shall become part of and be governed by this Agreement.

### **2. ASSIGNED STAFF**

The daily activities of Consultant's staff assigned to the Client in fulfillment of services shall be directed and controlled by the Client. The Client is the sole judge as to performance and capability and may at any time request the removal of a Consultant staff member. In the event of a request for removal of an individual, Consultant shall have the right to replace the individual for the remainder of the assignment.

Notwithstanding any of the above, Consultant employees shall at all times remain employees of the Consultant who shall be solely responsible for the payment of their entire compensation including provision for employment taxes, workers compensation, and any similar taxes associated with employment.

**3. PAYMENT FOR SERVICES**

Client will pay Consultant for both daily and overtime hourly services provided hereunder according to the rates set forth in Attachment A of this Agreement.

**4. PAYMENT FOR EXPENSES**

Client shall reimburse Consultant for all reasonable travel and other expenses incurred by Consultant in connection with performance of Services. All expenses must be authorized in advance by Client. Consultant will submit invoices to Client semi-monthly for Services furnished, and travel and other expenses incurred hereunder during that month. Client shall make payment to Consultant within fifteen (15) days after receipt of invoices.

**5. TAXES**

Client shall reimburse Consultant for sales or use taxes, however designated or levied, paid or payable by Consultant to Federal, State or Local taxing authorities based upon services provided by Consultant under this Agreement.

**6. RIGHTS AND TITLE**

Consultant shall promptly disclose to Client the product of the Consultant's work hereunder and such material shall be deemed to be a work made for hire belonging exclusively to Client, with Client having the right to hold in its own name copyrights,

registrations or other such protection as may be appropriate to the subject matter, and any extensions or renewals thereof. Consultant agrees to provide to Client, at Client's sole expense, all assistance reasonable required to perfect the rights herein above defined.

## **7. CONFIDENTIAL INFORMATION**

Each party acknowledges and agrees that in connection with performance of Services hereunder, it may be necessary for either party to disclose to the other party certain information which is considered to be confidential and proprietary to that first party.

Each party agrees that it will maintain the confidentiality of all such information which is clearly identified as confidential at the time of first submission to the other party.

Confidential information includes, without limitation, the following:

- a. All information pertaining to client, any client of Consultant, and Consultant, including information relating to prior, current or future research or development activities of the above,
- b. All information, conclusions and developments resulting from, and all methods and procedures relating to work performed, or to be performed for any client,
- c. All information, conclusions and developments resulting from, and all methods and procedures relating to prior, current or contemplated projects of the Consultant or Client, and
- d. All information which either party has reasonable basis to know was learned, obtained or accepted by either party from any third party under an obligation of confidentiality.

**8. SOLICITATION**

Client understands that Consultant has incurred substantial sums and efforts to locate, train and maintain its staff and that substantial damages will accrue to Consultant if it is deprived of such staffs services.

Accordingly, Client agrees not to directly or indirectly solicit, employ, engage or in any manner retain the services of any person introduced to the Client by the Consultant for a period of one year after the later of (a) the date the person was introduced to the Client or (b) the date of completion of any services produced hereunder by such person.

Client will pay Consultant recruitment fees for converting consultants to full-time employees of client based on the length of consultant’s current assignment with client according to the following schedule:

1-3 months	20% of Annual Salary
3-6 months	15% of Annual Salary
6-9 months	10% of Annual Salary
9-12 months	5% of Annual Salary
Over 12 months	0%

**9. WARRANTY AND LIABILITY**

Consultant warrants that Services performed by it will be of professional quality conforming to generally accepted data processing practices. CONSULTANT MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

## **10. LIQUIDATED DAMAGES**

In no event shall Consultant be liable for special or consequential damages, whether or not the possibility of such damages has been disclosed to Consultant in advance or could have been reasonably foreseen by Consultant in advance or connection with this agreement, or the sale, delivery, or use of any material, data programs or services furnished hereunder, and whether based upon breach of contract, warranty, negligence, or otherwise, shall in no case exceed the amounts paid to Consultant by Client with respect to such material, data, programs or services, or parts thereof forming the basis for such blame, loss, or liability.

## **11. TERMINATION**

Services under this agreement may be terminated by either (a) the completion by Consultant of Services or (b) fifteen days following receipt by Consultant of written notice from Client requesting termination of Services. This Agreement shall terminate thirty days following receipt of written notice of termination from one party to the other party.

## **12. SOLE AGREEMENT**

This Agreement shall supersede all prior Agreements and understandings between the parties respecting the subject matter hereof. This Agreement may be changed or terminated only in writing and when signed by duly authorized representatives of both parties.

**13. APPLICABLE LAW AND SEVERABILITY**

This Agreement is deemed to be made under and shall be construed according to the laws of the State of California. If and to the extent any provision of this Agreement is held invalid or unenforceable to the maximum lawful extent, and the remainder of this Agreement, and the application of such provisions in any other circumstances, shall not be affected by such holding.

**14. ASSIGNMENT**

This Agreement may not be assigned by Client without the prior written consent of Consultant. In the event of such agreed assignment, this Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto.

**15. ATTORNEYS' FEES**

Should suit or arbitration be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of costs and not as damages, reasonable attorneys' fees to be fixed by the court or arbitrator, including, without limitation, costs, expenses and fees for collection of judgment or award and on any appeal.

**16. ARBITRATION**

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by compulsory and binding arbitration with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), as modified below

- a. ARBITRATION WILL BE INITIATED BY FILING A DEMAND AT THE SAN FRANCISCO, CALIFORNIA, REGIONAL OFFICE OF THE AAA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
(Client)

GLOBE CONSULTANTS, INC.

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

GLOBE Consultants, Inc.

Attachment A - Consultant Agreement

Description of Services to be Performed

Period of Performance

Compensation

\_\_\_\_\_  
(Client)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

GLOBE CONSULTANTS

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)