

Recitals

THIS AGREEMENT Is made by and between ChipSet 21, (“CS21”) and You, the independent contractor (“Contractor”).

A. WHEREAS, CS21 is responsible for contracting with Technicians to provide certain services (the “service”) to CS21's clients (the “Client”) on behalf of CS21's Primary Contractor (“ The Primary Contractor “).

B. WHEREAS, Contractor wishes to provide Services pursuant to the Agreement and is qualified to do so.

C. WHEREAS, CS21 wishes to use the services of Contractor for one or more work projects (the “Projects”).

D. WHEREAS, CS21 AND Contractor intend that this Agreement will control and supersede any prior written or oral agreements or understandings.

NOW THEREFORE, CS21 and Contractor, in consideration of the following mutual promises and other good and valuable consideration, agree as follows:

1. **COMPENSATION.** The compensation for Contractor shall be set forth exclusively in each Work Order, and no other compensation of any kind shall be due or payable. Contractor shall be responsible for filing and payment of all taxes of any kind, including but not limited to federal, state, local, sales, and self employment (FICA) taxes, and Contractor shall indemnify and hold harmless CS21 and all Clients, and Primary Contractors of CS21 from any responsibility for any tax-related claims to any third party or governmental authority relating to Work performed by Contractor under this agreement.

2. **PAYMENT.** If Contractor has provided all applicable lien releases, CS21 shall pay Contractor at such time as CS21 is paid under its contract with the Primary Provider or Client of the project, or other contracting party (hereinafter referred to as “Client”), unless alternative payment arrangements are agreed upon in writing between CS21 and Contractor. Contractor hereby waives all claims against CS21 for payment prior to the date that CS21 is paid. There shall be no late payment penalties, interest, or other charges assessed against CS21 for non-payment prior to the date which is 5 days after the date on which CS21 receives payment from the Client.

3. IDENTIFICATION OF PROJECTS. The specifications, terms and conditions of each Project shall be set forth in a Work Order for that project, to be awarded by CS21. Each Work Order that is awarded to Contractor, For any project while this Agreement is in effect shall be part of this Agreement and shall be subject to the terms of this Agreement. Provider acknowledges that this Agreement does not obligate it to award Contractor any minimum amount of work on any Work Order. CS21 obtains contracts from several sources, Major Manufacturers , Larger Subcontractors, Technical Placement Services such as Work Market Ext.

4. LIABILITY INSURANCE. Contractor shall be covered under the General Liability Insurance Policy of CS21.

5. INDEMNIFICATION. Contractor shall indemnify, defend and hold CS21 harmless from any and all claims arising out of or relating to Contractor hereunder or under any Work Order issued hereunder. Indemnification shall include all expenses, including attorney fees incurred by CS21 and Client incurred in the Investigation or defense of any claim.

6. CONFIDENTIALITY. During the term of this Agreement and following the termination of this Agreement, regardless of the time , manner, reason for cause of such termination. Contractor shall not directly or indirectly.

- a. Disclose, divulge, or use at any time the name, requirements or other business and confidential information of any Client of CS21, other than as required to complete the Work.
- b. Disclose, divulge, or use at any time any confidential information concerning the business of that CS21 acquired during the term of this Agreement and and during the performance of Projects.
- c. Use any of the foregoing for CS21's own benefit except to carrying out its responsibilities under this Agreement and the Project Documents.

7. INDEPENDENT CONTRACTOR. Contractor is an independent contractor not an employee of CS21. In this regard, CS21 and Contractor agree as follows:

- a. Separate Business Office. Contractor maintains a separate office with its own equipment, materials and other facilities.
- b. Control of Work. Contractor shall control the means of performing the Service Contractor is to perform under this Agreement. Contractor shall be paid for specific Services as described in this Agreement or any Work Order. The control of Contractors work, including the aggregate number of hours of work and the scheduling of those hours, will be entirely in the discretion of Contractor.

- c. Expenses. Contractor is responsible for the payment of all expenses related to the services or work that it performs under this Agreement including without limitation, payment of its employees or independent contractors.
- d. Completion of Work. Contractor is responsible for completing the work or services under this Agreement in a professional and workmanlike manner and will be liable for any failure to complete the work, as hereinafter provided.
- e. Compensation. The compensation for Contractor's work or services is as described in Paragraph 1, and is determined on a per Work Order basis and not any other basis.
- f. Taxes. Contractor will be responsible for paying and filing its own federal and state income tax, including self-employment tax and estimated tax.
- g. Insurance. Contractor will be responsible for its own health insurance, worker's compensation insurance, automobile insurance and other types of insurance for itself and its employees.
- h. Authority. Contractor will have no authority to bind or obligate CS21 in any manner.

8. Change Orders. CS21 and Contractor agree that CS21 shall not be liable for any amount greater than the amount set out in Contractor's written proposal. In the event Contractor scope of work is decreased or increased, such change shall be evidenced by a written change order, and the increase or decrease in Contractor's bid shall be set out in the change order. Contractor agrees that it will not take direction or request from Client, will not agree to any additional work, or incur any additional expenses requested by Client unless approved by CS21 through a signed change order. CS21 shall not be liable for any labor, materials, expenses, services or other items which Contractor provides or agrees to provide to Client without CS21's prior written consent.

9. Warranties. Contractor hereby warrants that: (I) all workmanship performed and materials supplied by Contractor shall be free from defects caused by faulty workmanship, and defective materials for a period of one year from the service date; (ii) Contractor also warrants that all workmanship performed and materials supplied by Contractor shall comply with all applicable laws, regulations and ordinances including, but not limited to, applicable codes. All warranties shall survive the termination of this Agreement. Contractor agrees to provide warranty work free of charge to CS21 and on a timely basis. Contractor represents that Contractor is not a sole proprietorship subject to withholding under law.

10. Default. If Contractor fails to timely complete its work, CS21 shall have the right upon written notice to Contractor, to terminate this Agreement. Upon receipt of such written notice. Contractor shall cease all further activity on the project. CS21 shall have the right to hire other Contractors to complete the work, and all cost associated with completing Contractor's work shall be deducted from the amount due Contractor. Contractor shall be liable to CS21 for any consequential or other damages incurred by

CS21 as a result of Contractors non performance.

11. Arbitration. CS21 and Contractor agree to resolve all disputes arising out of or relating to this Agreement, or to their business relationship through binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association.

12. Drug/alcohol Use AND Safety Practices. Contractor will ensure that Contractor. Its employees, independent sub – contractors and others within Contractor's control, who are present on the job site will be free of alcohol and other mind – altering substances, including all controlled substances. Contractor will comply with standard safety practices and any OSHA requirements applicable to Contractors work. Any OSHA fines based upon Contractor's safety violations which are assessed against CS21 shall be the responsibility of contractors and shall be offset against any amounts due Contractor. The Contractor agrees to allow CS21 to conduct back ground checks, and drug screenings on the Contractor, to determine the suitability for any assignment that the Contractor may receive from CS21.

13. Choice of Law. This Agreement shall be governed by and construed under the laws of the State of Maryland.

15. Binding Effect. This Agreement shall bind the parties hereto, their successive, heirs, successors and assigns.

16. Non-Assignment. This Agreement may not be assigned by Provider without the express written consent of CS21.

NON-COMPETE - COVENANT.

CS21 makes considerable efforts, and incurs substantial expense to market to prospective Clients and Primary Contractors requiring information about the Business. Accordingly, while engaged to render Services on any Work Order, The Contractor will not directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products or services, as are now provided to, any Primary Contractor or Client, of CS21. Contractor will not directly or indirectly solicit, induce or attempt to induce any contractor or employee of CS21 to terminate his or her employment with CS21.

Contractor Signature

Date
