

Reserve Consulting

STATE OF GEORGIA
COUNTY OF CHEROKEE

CONTRACT BETWEEN RESERVE CONSULTING, LLC AND SAMPLE ASSOCIATES, LLC

This agreement (the "Agreement") made this 1st day of January, 2007 by and between Reserve Consulting, LLC (hereinafter referred to as "Reserve Consulting") and SAMPLE Associates, LLC, thereafter referred to as ("Contractor").

WHEREAS, Contractor desires to retain the services of Reserve Consulting to act as a brokering agent for Contractor to provide Information Systems Services (hereinafter referred to as "ISS") to clients of Reserve Consulting (hereinafter referred to as "Clients"); and

WHEREAS, Contractor attests to be qualified to provide such ISS such as systems analysis and design, computer programming, technical writing and preparation of documentation, training and consultation; and

WHEREAS, Reserve Consulting desires to enter into an agreement with Contractor on the terms and conditions set forth; and

NOW, THEREFORE, in consideration of the mutual covenants, remises and the mutual promises contained herein, Contractor and Reserve Consulting, intending to be legally bound, hereby agree as follows:

SECTION I: Scope of Work.

All work undertaken by Contractor under this Agreement will be for a specific project "project" requiring ISS and will be described and documented in a work order (Exhibit A) which must be approved by the Contractor and Reserve Consulting prior to beginning work.

SECTION II: Period of Performance.

The period of performance (expected duration of the assignment and expected completion date) will be documented within each individual work order and can be extended or reduced as may be required by the Client. The rates quoted in Exhibit A are good for a period of eight (8) months from individual start date. If the contract is extended beyond twelve (12) months, rates may be renegotiated. The term of this contract shall remain in place, as stated above, unless upon Client's notification to Reserve Consulting that the services of the contractor are no longer required or requested; at such time, this agreement shall automatically terminate.

SECTION III: Trade Secrets and Proprietary Information

At all times during and after the term of this Agreement, Contractor agrees to keep secret and confidential all information obtained regarding the processes and methods involved in Reserve Consulting and Client's methods and systems. Contractor shall not divulge, discuss nor reveal such information to any person, corporation, association or other entity.

(a) Definition. As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary or secret nature which is or may be either applicable to, or related in any way to (i) the business, present or future, or Reserve Consulting or Client, or (ii) the research and development or investigations of Reserve Consulting or Client. Proprietary information includes trade secrets, processes, formulas, data, know-how, improvements, inventions, techniques, marketing plans and strategies, customer lists and customer contacts to which the Contractor is introduced by way of interviews set up by Reserve

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Consulting or introduced once assigned to Customer account and other information concerning customers or vendors not known to the public generally. Information is of a confidential, proprietary or secret nature if it is designated or treated as such by Reserve Consulting or Client and is otherwise not known to the public generally. "Customer" refers to the ultimate recipient (i.e.: company) benefiting from the ISS performed by the Contractor.

(b) Proprietary information to be kept in Confidence. Contractor acknowledges that the Proprietary Information is a special, valuable, and unique asset of Reserve Consulting or Client, and Contractor agrees at all times during the period of this Agreement with Reserve Consulting and during the Period of Restriction (for purposes of this Agreement, the term "Period of Restriction" means two (2) years immediately following the termination of this Agreement) to keep in confidence and trust all Proprietary Information including Customer information. Contractor agrees that during the period of this Agreement and during the Period of Restriction he will not directly or indirectly use the Proprietary Information other than in the course of performing duties as a contractor for Reserve Consulting, nor will Contractor directly, or indirectly, disclose any Proprietary Information to any person or entity, except in the course of performing duties as a contractor for Reserve Consulting and with the consent of Reserve Consulting. During such periods, Contractor will abide by Reserve Consulting's or Client's policies and regulations, as established from time to time, for the protection of its Proprietary Information.

(c) Proprietary Information Constituting Trade Secrets. Contractor further agrees that during the term of this Agreement and thereafter until such Proprietary Information becomes generally available to the public by independent discovery or development through no fault of Contractor, he will not, directly or indirectly, (i) use any Proprietary Information which constitutes a trade secret of Reserve Consulting or Client other than in the course of performing duties as a contractor for Reserve Consulting, or (ii) disclose any Proprietary Information which constitutes a trade secret of Reserve Consulting or Client to any person or entity.

(d) Return of Materials at Termination. In the event of any termination of this Agreement, whether or not for cause, Contractor will promptly deliver to Reserve Consulting all documents, data, records, and other information pertaining to his duties as a contractor for Reserve Consulting, and Contractor shall not take any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information.

(e) Confidential Information of Others. Contractor does not have in his possession any confidential information or documents belonging to others, and will not use, disclose to Reserve Consulting, or induce Reserve Consulting to use any such information or documents. Contractor represents and warrants that this Agreement with Reserve Consulting will not require him to violate any obligation to or confidence with another.

SECTION IV: Invoicing and Payment.

Contractor will keep a complete and accurate record of all hours worked as specified by Reserve Consulting's Client. Failure to enter time and expenses according to Client's specifications and processes constitutes nonpayment by Reserve Consulting to the Contractor. The rate that Reserve Consulting will pay Contractor will be specified in each specific work order. Reserve Consulting will pay for all hours actually worked by Contractor performing services specified in work orders approved by the client. All invoices submitted for payment by Contractor must be accompanied by client approved time sheets. Reserve Consulting will invoice client for the services performed by Contractor which will be an amount which is equal to the amount being paid to contractor plus a broker's fee. This broker's fee is a commission for the placement of the contractor with Reserve Consulting's client. Contractor will invoice Reserve Consulting twice monthly for fees and expenses (if applicable) and Reserve Consulting's payment terms will be Net 15.

Reserve Consulting guarantees its client's satisfaction over the first 10 business days of the contract therefore contractor must guarantee work over the first 10 business days of the project. If Reserve Consulting's client is not totally satisfied with the work performed during the first 10 business days and client refuses to pay for services rendered, Reserve Consulting will not pay contractor. This agreement may be terminated with the first 10 business days assuming Contractor cannot perform the job requirements per Reserve Consulting's client. Any such termination by Reserve Consulting's client must be documented via email from Reserve Consulting's client.

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SECTION V: Contractor Responsibility

Contractor agrees that it and any of its agents, employees, or representatives who may perform work under this agreement possess the necessary experience and skills to perform all work under this agreement in a professional and competent manner. In the event that Reserve Consulting's client notifies Reserve Consulting that the work of a specific representative or employee of Contractor's is not acceptable then Reserve Consulting will provide written notice to Contractor at which time Contractor must immediately remove such employee or representative from any further performance of ISS.

- a) Contractor will make good faith efforts to identify and assign Contractor employees who (i) have the technical and professional skills required by Reserve Consulting, (ii) are able to provide the kinds of services desired by Reserve Consulting, and (iii) if specifically set forth on the relevant Work Statement, can provide such Services for the term desired by Reserve Consulting. Contractor shall immediately remove any Contractor employees assigned by Contractor to Reserve Consulting pursuant to any Work Statement attached to this Agreement upon notification by Reserve Consulting.
- b) Unless otherwise agreed, Contractor shall provide only W-2 employees of Contractor or W-2 employees of a lower tier subcontractor, if consent to subcontract has been given. Contractor shall provide documentation proof of W2 Status for Reserve Consulting's records for all assigned employees.
- c) Contractor understands and will inform its employees it has no authority to bind Reserve Consulting in any contractual arrangement with any third party.
- d) Contractor shall verify education and employment history for each proposed Contractor Employee and will only assign to Reserve Consulting those Contractor Employees whose education and employment histories meet the position requirements. Reserve Consulting may initiate a formal background investigation and drug screening for each assigned Contractor Employee. Failure of the assigned Contractor Employee to pass the background investigation or drug screening will result in removal of the Contractor Employee from the Reserve Consulting project and termination of the applicable Work Statement.
- e) During the term of this Agreement, Contractor, and not Reserve Consulting, shall be solely responsible for: (i) paying all wages and other compensation to Contractor employees; (ii) withholding and payment of federal and state individual income tax, FICA, FUTA and other taxes and applicable amounts with respect to payments made to Contractor employees; (iii) providing all insurance and other employment related benefits to Contractor employees; and, (iv) making any overtime payments to Contractor employees if required by the Fair Labor and Standards Act and corresponding state law or regulations. Any problems or complaints Contractor employees may have regarding the assignment must be directed to Contractor and not to Reserve Consulting. The rate of pay from Contractor may be greater or lesser than that received by other individuals who are performing similar services for Reserve Consulting, regardless of whether they are self-employed or employees of Reserve Consulting or temporary agencies.
- f) Contractor acknowledges and warrants that: Contractor will set the hours of work of Contractor employees except to the extent services are performed on the premises or facilities of Reserve Consulting or Reserve Consulting's Clients and Customers. In such cases, then Contractor and Contractor employees shall be allowed access only during the hours established by the occupant of such premises or facilities, as the normal work hours of its employees at such premises or facilities.
- g) Contractor, when feasible given the nature of the project undertaken, will provide its own tools, equipment, supplies and materials to Contractor employees rendering services under this Agreement as necessary to accomplish the result to be achieved.
- h) Contractor and Contractor employees shall not have any right, power or authority to create any obligation, express or implied, or to make representations on behalf of Reserve Consulting or Reserve Consulting's Clients or Customers, and Contractor and Contractor employees shall not hold themselves out to the public or to any client or customer of Reserve Consulting as having any right, power or authority to create any obligation, express or implied, or to make representations on behalf of Reserve Consulting.
- i) Contractor employees are not employees of Reserve Consulting or Reserve Consulting's Clients or Customers for any purposes; such Contractor employees are not entitled to and will not be provided with any benefits now given by Reserve Consulting to, or hereafter declared for the benefit of, Reserve Consulting's employees, officers, members, or shareholders of Member Firms.
- j) CONTRACTOR EMPLOYEES SHALL VOLUNTARILY WAIVE ANY INTEREST, CLAIM OR ENTITLEMENT TO, OR RIGHT TO PARTICIPATE IN, AND AFFIRMATIVELY ELECT NOT TO ENROLL OR PARTICIPATE IN, ANY RETIREMENT, PENSION, 401(K), HEALTH CARE, OR OTHER BENEFIT PLAN MAINTAINED BY RESERVE CONSULTING FOR ITS EMPLOYEES, OFFICERS, MEMBERS, OR SHAREHOLDERS OR RESERVE

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CONSULTING'S CLIENTS OR CUSTOMERS FOR THEIR EMPLOYEES, OFFICERS, MEMBERS, OR SHAREHOLDERS.

- k) THIS WAIVER AND ELECTION NOT TO ENROLL OR PARTICIPATE APPLIES TO THE ENTIRE TERM OF THIS AGREEMENT AND THIS WAIVER WILL REMAIN IN FULL FORCE AND EFFECT EVEN IF A GOVERNMENTAL AGENCY OR COURT SUBSEQUENTLY DETERMINES THAT ANY SUCH CONTRACTOR EMPLOYEE WAS A "LEASED EMPLOYEE" (AS DEFINED IN SECTION 414 OF THE INTERNAL REVENUE CODE) OR A "COMMON-LAW EMPLOYEE" OF RESERVE CONSULTING DURING ANY PORTION OF THE TERM OF THIS AGREEMENT.

SECTION VI: Other Contractor Interests

Contractor is free to perform work for other organizations or through other brokers as long as providing such work does not interfere with Contractor's ability to perform its obligation under this Agreement and providing such work is not performed during the hours Contractor is obligated to perform Client work as specified in work assignments under this Agreement. Contractor further agrees, however, that during the term of this Agreement and for a period of one (1) year following termination (for whatever reason) of this Agreement, Contractor shall not, directly or indirectly, solicit or provide ISS to any of "Reserve Consulting's Clients" or "Customers" of Reserve Consulting's Clients to which Contractor was introduced and assigned to provide ISS. For the purposes of this Agreement, "Reserve Consulting's Clients" shall mean those clients of Reserve Consulting for which Contractor performed ISS or to which Contractor was introduced, either through the scheduling of interviews or through the presentation of resumes with the approval of contractor. For the purposes of this Agreement, "Customers" shall mean the ultimate recipient (i.e. company) benefiting from the ISS performed by the Contractor. Reserve Consulting agrees not to hire or solicit any of Contractor's employees introduced to Reserve Consulting under this agreement during the term of this agreement and for a period of one (1) year after the termination of this agreement irrespective of the reason for termination.

SECTION VII: Indemnification

Contractor shall indemnify and hold harmless Reserve Consulting for any damages which may result from Contractor's breach of Section III of this Agreement. Contractor further agrees to indemnify and hold harmless Reserve Consulting for any damages which may result from Contractor's infringement of any patent or copyright held by Reserve Consulting's Client. Reserve Consulting will not indemnify Contractor, its employees, or agents against any liability that Contractor, its employees, or agents may incur as a result of this Agreement.

SECTION VIII: Governing Law

This Agreement shall be governed by the laws of the state of Georgia. Any litigation which may arise as a result of this Agreement shall be brought to the courts of Georgia regardless of where the Contractor's work was performed.

SECTION IX: Miscellaneous

- a) Rights of Other Property. All title to supplies, fiscal records, (except the personal records of Contractor), other business records, equipment and furnishings (except those furnished by Contractor) shall remain the property of Reserve Consulting and shall be returned to Reserve Consulting immediately upon the termination of this Agreement.
- b) Construction. This Agreement contains the entire agreement between the parties and constitutes the complete and exclusive statement thereof. There are merged herein all prior and collateral matter hereof. Any representation, promise, or condition not incorporated herein shall not be binding upon either party. This agreement supersedes and is in lieu of all previous or existing agreements, memoranda, and arrangements between the parties relating to the matters contained herein.
- c) Waiver. The failure of either party to enforce at any time the provisions hereof shall not be construed to be a waiver of such provision nor a waiver of the right of such party thereafter to enforce any such provisions.
- d) Amendments. This Agreement may not be modified or amended except by written agreement executed by both parties and may not be amended orally except as specified herein.

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SECTION X: Termination of Agreement

This Agreement may be terminated by either party upon twenty one (21) business days written notice to the other party. Contractor understands the premature termination (less than 21 days) of this Agreement will result in monetary losses as well as substantial damages which may result in irreparable damages between Reserve Consulting and its client. Contractor further understands that failure to provide this notice will result in a minimum direct loss of the commissions that Reserve Consulting would have earned during that twenty one (21) day period. Contractor understands and agrees that Reserve Consulting may set off against moneys owed the Contractor by Reserve Consulting, that amount of commissions that Reserve Consulting would have otherwise received during this twenty one (21) day period had the contractor not terminated the Agreement prematurely. Contractor understands that reserve Consulting may exercise any other remedies legally available to it as a result of contractors premature termination of this agreement.

SECTION XI: Signatures

The following by their signature warrant that they are duly authorized to bind themselves or their respective organizations to the terms of this agreement.

Reserve Consulting and Contracting, LLC:

Contractor: SAMPLE Associates, LLC

Signature

Signature

Name Printed

Name Printed

Martin L. Kligman

Date _____

Date _____

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EXHIBIT A WORK ORDER 1.0

This Work Order is incorporated into the Agreement between Reserve Consulting and SAMPLE Associates, LLC

SECTION 1: Description of Work to Be Performed

Web Development Project Management

SECTION 2: Expenses Reimbursed

Expenses are not reimbursed as the below rate is all inclusive.

SECTION 3: Contractor Employees or Representatives to Be Assigned To Perform Work under This Agreement

<u>Name</u>	<u>Rate</u>	<u>Start Date</u>	<u>Expected Duration</u>
Marty Kligman	\$72/hour	04/4/07	4-8 months with possible extensions

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EXHIBIT B OTHER CONSULTANT INTERESTS

Consultant is defined as the person performing the ISS on behalf of Reserve Consulting and Contracting, LLC, its Clients or its Client's Customers.

Consultant is free to perform work for other organizations or through other brokers as long as providing such service does not interfere with Consultant's ability to perform its obligations under this Agreement and providing such work is not performed during the hours Consultant is obligated to perform Client work as specified in work assignments under this Agreement. Consultant further agrees, however, that during the term of this Agreement and for a period of one (1) year following termination (for whatever reason) of this Agreement, Consultant shall not, directly or indirectly, solicit or provide Information Systems Services to any of "Reserve Consulting's Clients" or "Customers" of Reserve Consulting's Clients to which Consultant was introduced and assigned to provide Information Systems Services. For the purposes of this agreement, "Reserve Consulting's Clients" shall mean those Clients of Reserve Consulting for which Consultant performed ISS or to which Consultant was introduced, either through the scheduling of interviews or through the presentation of resumes with the approval of contractor. For the purposes of this agreement, "Customers" shall mean the ultimate recipient (i.e. company) benefiting from the ISS performed by the Contractor.

I have read, understand, and agree to the terms and conditions of Exhibit B

Marty Kligman

Name

Signature

Date