

Inspect-IT Verification Services LLC
25935 Detroit Rd. Suite 224
Westlake, Ohio 44145

Independent Subcontractor Agreement

The undersigned (hereinafter "subcontractor") acknowledges that he/she has entered into an arrangement with "Contractor" as of _____ under the following terms and conditions:

- 1. Contract Definition.** Subcontractor is independent and is not an employee, agent, partner, or joint venture.
- 2. Taxes and Deductions.** Subcontractor shall be solely responsible for the payment of withholding taxes, FICA, and other such taxes or any earnings or payments made and "Contractor" shall withhold no such deductions from any payments due. Subcontractor agrees to indemnify "Contractor" from any claim or assessment by any taxing authority arising from this paragraph. All payments made to subcontractor will be reported to the IRS on Form 1099. Subcontractor will complete form W-9.
- 3. Supervision.** Subcontractor acknowledges that he/she shall not be subject to the provisions of any personnel handbook or rules and regulations applicable to employees of "Contractor" as subcontractor shall fulfill its responsibilities independent of and without supervisory control by "Contractor" of the manner and means of accomplishing the work.
- 4. Indemnification.** Subcontractor agrees to fully indemnify and hold harmless "Contractor" from any illegal acts or any other wrong doing, not authorized by "Contractor". Any expense incurred as a result of any violation of a law of federal or state law, or federal or state agency rule or regulation shall be at the subcontractor's sole expense.
- 5. Insurance.** Subcontractor is required to provide "Contractor" a certificate of insurance with general liability, errors and omissions insurance in a minimum amount of no less than \$1,000,000. If no insurance is in place, the Contractor's policy shall provide insurance on behalf of subcontractor within the scope of the policy. The insurance premium expense is incorporated within the annual Participation Assessment fee paid to the Contractor. Any deductible which may result from a claim will be paid by Contractor.
- 6. Workman's Compensation and/or Labor and Industries** Subcontractor shall be solely responsible for their own personal injury, disability or death including but not limited to other employees or subcontractors hired by the subcontractor. All payments to state labor and industrial department or workman's compensation fund shall be the responsibility of the subcontractor. "Contractor" shall withhold no such deductions from any payments due. Subcontractor agrees to indemnify "Contractor" from any claim or assessment by any Federal, State, or Local authority arising from this paragraph.

7. Proprietary Information. During any project subcontractor may be in contact with, or directly working with, proprietary information which is important to “Contractor” and its competitive position. All information must be treated with strict confidence and may not be used at any time or in any manner in work the undersigned may have with third parties.

8. Confidentiality and Non-Use of Confidential Information. Except as shall be strictly necessary in subcontractor’s performance of his/her duties under this Agreement, subcontractor shall maintain the confidentiality of all confidential information and shall not use it for his or her direct or indirect benefit, or the direct or indirect benefit of any person not a party to this Agreement.

9. No Solicitation of Clients. Subcontractor understands and agrees that the work performed for “Contractor” is work for the clients of “Contractor”. Subcontractor agrees that he/she will not accept any work from the client for whom the work is performed on behalf of “Contractor” or a period of two years after the engagement with that client was completed. No one authorized by or on behalf of subcontractor shall solicit any work from said client for the same period.

10. Intellectual Work Product. Subcontractor hereby acknowledges that all writings, documents, inventions, processes, products, methods, discoveries, computer programs or instructions, plans, customer lists, client lists, client contacts, memoranda, research, designs, specifications, models, data, flow charts, techniques and similar or dissimilar intellectual work product (whether reduced to a written form or otherwise and whether or not patentable), discovered either solely or jointly with any other person, at any time during the Term of this Agreement, whether during working hours or not, or at the offices of “Contractor” or otherwise, that relate to or may in any way be useful in connection with any business now or hereafter carried on by “Contractor” is and will be “Contractor”’s sole and exclusive property. Subcontractor recognizes and acknowledges that “Contractor”’ technology, know-how, practices, customer lists, product sources, products, designs, software, methods of development and other trade secrets are confidential information and are the property of “Contractor”. Subcontractor agrees that, except as directed by “Contractor” or with “Contractor’s” prior written consent, subcontractor will not at any time, whether during or after the term of this Agreement, disclose to any person or use any confidential information, or permit any person to examine and/or make copies of any documents which contain or are derived from confidential information, whether prepared by subcontractor or otherwise coming into subcontractor’s possession or control.

11. Termination. Either party may terminate this Agreement and service at any time without cause and without penalty upon three business days’ prior written notice to the other party, effective upon sending. This contract automatically terminates upon the death of either party with all monies due there under to be paid to the benefit of the respective heirs, representatives, successors, and assigns of that party.

12. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The losing party shall pay the costs of arbitration.

13. Written Notice. All communications regarding this Agreement should be sent to **Contractor at 25935 Detroit Rd. #224 Westlake Ohio, 44145** unless notified to the contrary, and to subcontractor. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may hereunder be specified by notice in writing.

14. Integration and Contract Modification. This Agreement replaces all previous agreements and the discussions relating to the subject matters hereof and constitutes the entire agreement between “Contractor” and subcontractor with respect to the subject matter of this Agreement. This Agreement may not be modified in any respect by any verbal statement, representation, or agreement made by *any employee, officer, or representative of* the subcontractor, or by any written documents unless signed by both the subcontractor and “Contractor”.

15. Severability. If any term or provision of this Agreement is deemed invalid, contrary to, or prohibited under applicable laws or regulation of any jurisdiction, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

16. Governing Law. This Agreement shall be governed by the laws in the State which work is performed.

Dated this _____ **day of** _____ , **2006** _____ .

Sub-contractor name: _____

By: _____

Printed Name: _____

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Contractor: Inspect-IT Verification Services LLC _____

By: Clifton A. Jones _____

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