



SUBCONSULTANT AGREEMENT

1. _____ (“Subconsultant”) agrees to perform virtual assisting and related services for **Business Solution Center, Inc, dba CYBERTARY ELK GROVE** (“Cybertary”) on an as needed basis. All assignments shall be performed pursuant to the terms of this agreement.
2. Subconsultant will determine the method, details, and means of performing the services.
3. Subconsultant may not use other subconsultants to perform the services under this agreement.

COMPENSATION

4. Cybertary agrees to pay Subconsultant \$ _____ per hour for each assignment for the services rendered, or as per attached rate schedule if providing multiple services. Cybertary shall pay Subconsultant monthly, in accordance with detailed time slips submitted to and approved by Cybertary.
5. Subconsultant will be provided a Cybertary email address, which is to be used solely for the purpose of Cybertary client work by the Subconsultant. Subconsultant may also be given access to the Cybertary Server service for online use for bookkeeping clients.
6. Subconsultant shall be responsible for all expenses incurred in association with the performance of the services, including, without limitation, all office supplies, computer hardware and software required for the performance of the services. It is implied and assumed that subconsultant is well versed in the task or service requirement and no training shall be provided by Cybertary.

TERM OF AGREEMENT

7. This agreement will be effective from the date both parties have signed the agreement until canceled in writing by either party. Both parties have the right to terminate this agreement provided that fourteen (14) days written notice is given; however, Subconsultant shall not terminate without Cybertary’s consent prior to completion of any assigned and pending project that has been specifically defined in scope by Cybertary or its client and for which Subconsultant possesses skills, knowledge, or training particular to such project.
8. Should either party materially default in the performance of this agreement or materially breach any of its provisions, the non-breaching party may terminate this agreement by giving written notification to the breaching party. Termination shall be effective immediately on receipt of the notice, or five (5) days from mailing of the notice, whichever occurs first. For the purposes of this section, material breach of this agreement shall include but not be limited to the following:
 - a. Nonpayment of compensation by Cybertary after twenty (20) days written demand for payment,
 - b. Failure of Subconsultant to perform services set forth in paragraph 1, or to perform services in a professional manner as set forth in paragraph 13.
9. In addition to the methods of termination described in paragraphs 7 and 8, this agreement terminates automatically on the occurrence of any of the following events:
 - a. bankruptcy or insolvency of either party;
 - b. death of either party.Subconsultant shall not assign this agreement without the prior written consent of Cybertary.





10. Regardless of the method of termination, Subconsultant's obligations and duties arising under paragraphs 13 through 18 of this agreement shall survive the termination of this agreement.

RELATIONSHIP OF THE PARTIES

11. Subconsultant enters into this agreement as, and shall continue to be, an **independent contractor**. Under no circumstances shall Subconsultant look to Cybertary as his/her employer, or as a partner, agent, or principal. Subconsultant shall not be entitled to any benefits accorded to Cybertary's employees including worker's compensation, disability insurance, vacation or sick pay. Subconsultant shall be responsible for providing, at Subconsultant's expense, and in Subconsultant's name, disability, worker's compensation or other insurance for its employees and agents as well as licenses and permits usual or necessary for performing the services.
12. Subconsultant shall pay, when and as due, any and all taxes incurred as a result of Subconsultant's compensation, including estimated taxes.

SUBCONSULTANT'S REPRESENTATIONS AND INDEMNITIES

13. Subconsultant represents that Subconsultant has the qualifications and ability to perform the services in a professional manner, without the advice, control, or supervision of Cybertary. Performance of the services in a professional manner includes meeting the requirements of the prime contract under which Cybertary is obligated to perform services for the customer, and failure to do so shall constitute a material breach of this agreement. Subconsultant shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from Cybertary. Subconsultant shall have sole discretion and control of Subconsultant's services and the manner in which performed. Subconsultant shall obtain and maintain, at Subconsultant's sole expense, all tools and supplies, including, without limitation, all computer hardware and software, required to perform the services hereunder.
14. Subconsultant shall and does hereby indemnify, defend and hold harmless Cybertary, and Cybertary's officers, directors, and shareholders from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that Cybertary may incur or suffer and that result from, or are related to Subconsultant's performance of services hereunder, or any breach or failure of Subconsultant to perform any of the representations, warranties and agreements contained in this agreement.
15. It is strongly urged that Subconsultant **maintains a miscellaneous Errors and Omissions insurance policy** to cover any negligent acts committed by Subconsultant or Subconsultant's employees or agents during the performance of the services, particularly if accounting services are being provided. Please initial below:

_____ Yes, subconsultant maintains E&O Insurance*

_____ No, subconsultant does not maintain E&O Insurance and chooses not to

*Subconsultant must provide Cybertary with proof of such insurance policy on a biannual basis, beginning with the date of this agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

16. Subconsultant will maintain in confidence and will not, directly or indirectly, disclose or use, either during or after the term of this agreement, any proprietary information or confidential information or know-how belonging to Cybertary or its clients, whether or not it is in written or





permanent form, except to the extent necessary to perform the services. On termination of Subconsultant's services to Cybertary, or at the request of Cybertary, Subconsultant shall deliver to Cybertary all material in Subconsultant's possession relating to Cybertary's business. The obligations concerning proprietary information extend to information belonging to customers and suppliers of Cybertary about whom Subconsultant may have gained knowledge as a result of performing the services.

17. During the course of relationship with Cybertary and for a period of one year after the cessation of the relationship for any reason, whether with or without cause, Subconsultant shall not directly or indirectly, either alone or in concert with others, solicit, entice, or in any way divert any of Cybertary's customers, employees or consultants to do business with any person in competition with Cybertary.
18. All right, title and interest in and to all works of authorship, software code, formats, methodologies, inventions, techniques, improvements, developments, discoveries, or other work product created or developed by Subconsultant pursuant to or as a result of the performance of services hereunder, or otherwise arising out of or related to this agreement (the "Work Product") shall vest in, and is hereby assigned to, Cybertary. Subconsultant represents, warrants, and agrees that the material, products, services, or other work assignments to be furnished, produced or performed pursuant to this Agreement will not infringe any copyright, patent, trade secret, or license, or otherwise violate the intellectual property or proprietary rights of any third party. Subconsultant shall not incorporate any intellectual property belonging wholly or in part to any third party into any of the Work Product provided hereunder.

The foregoing is agreed to by:

Subconsultant

Date

Business Solution Center, Inc, dba Cybertary Elk Grove

Date

