

## INDEPENDENT CONTRACTORS AGREEMENT

AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, between TTS Personnel, Inc., a New York Corporation having a principal place of business at 60 East 42<sup>nd</sup> Street, Suite 858, New York, NY 10165 (hereinafter referred to as the "Corporation") and \_\_\_\_\_ residing at \_\_\_\_\_ hereinafter referred to as the "independent contractor").

The Corporation and the Independent Contractor agree as follows:

1. **TERMS:** Subject to the provisions for termination as hereinafter set forth, the terms of this contract shall begin on the \_\_\_\_\_ day of \_\_\_\_\_ and shall terminate on the \_\_\_\_\_ day of \_\_\_\_\_.
2. **COMPENSATION:** For all services rendered by the Independent Contractor under this Agreement, the Independent Contractor shall receive \_\_\_\_\_.
3. **DUTIES AND RESPONSIBILITIES:** The Independent Contractor shall have the responsibility for \_\_\_\_\_. It is understood and agreed upon, however, that Independent Contractor shall be able to set the order and sequence of his/her work; the Independent Contractor shall be able to set his/her own hours; the Independent Contractor may work for other corporations and/or entities; the Independent Contractor may take his/her work and do it at a location other than at the Corporation's place of business; the Independent Contractor is responsible for his/her own Social Security, Income Tax payments, Workman's Compensation, Disability and Liability Insurance.
4. **TERMINATION:** This Contract may be terminated at the sole option of either the Corporation or the Independent Contractor upon the giving of thirty (30) days notice or:
  - (i) death of the Independent Contractor
  - (ii) disability of the Independent Contractor such that he/she is unable to work for a period of thirty (30) consecutive days in one year or the total of sixty (60) days in any one year. In the event of such termination, the Independent Contractor shall be entitled to receive all commissions due and owing as of the date of his/her termination.



5. NOTICE: All notices under this Agreement shall be mailed to the parties at their respective addresses as follows:

CONTRACTOR:

TTS Personnel, Inc.  
60 East 42<sup>nd</sup> Street, Suite 858  
New York, NY 10165

INDEPENDENT CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All such notices shall be sent certified mail, return receipt requested; either party may change his address by serving written notice of such new address upon the other party to this Agreement.

6. CONSTRUCTION: This Agreement is being delivered and is intended to be performed in the State of New York and shall be construed and enforced in accordance with the laws of such State.

7. WAIVER OF BREACH: The waiver by the Corporation or Independent Contractor of a breach of any provision of this Agreement by the Independent Contractor or the Corporation, as the case may be, shall not operate or be construed as a waiver of any subsequent breach by the Corporation or Independent Contractor, as the case may be.

8. COUNTERPARTS: This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. DISCLOSURE OF INFORMATION: The Independent Contractor recognizes and acknowledges that the Corporation's trade secrets, customers' lists, know-how and proprietary processes as they may exist from time to time are valuable, special and unique assets of the Corporation's business, access to and knowledge of which are essential to the performance of the independent Contractors duties hereunder. The Independent Contractor will not, during or after the term of this Agreement in whole or in part, disclose such secrets, customers' lists, know-how or processes to any person, firm, corporation or other person or entity (except the Company) under any circumstances during or after the term of this Agreement, provided that after the term of this Agreement these restrictions shall not apply to such secrets, know-how and processes which are then in the public domain (provided that the Independent Contractor was not



responsible, directly or indirectly, for such secrets, know-how and processes entering the public domain without the Corporation's consent).

10. SEVERABILITY OF PROVISIONS: The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of any other provisions, or any part thereof.

11. CAPTIONS: The captions and titles in this Agreement are for convenience of reference only and shall not be deemed to define or limit any of the terms, conditions or provisions of this Agreement.

12. ENTIRE AGREEMENT: This instrument contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

By: \_\_\_\_\_  
Corporate Officer

\_\_\_\_\_  
Independent Contractor