

**SHAW HR CONSULTING, INC.
CLIENT SERVICES AGREEMENT**

This Client Services Agreement (hereafter referred to as "AGREEMENT") is entered into as of _____, in the County of _____, State of California, by _____ and _____ between _____ (hereafter referred to as "ORGANIZATION") and Shaw HR Consulting, Inc., a California corporation (hereafter referred to as "CONTRACTOR"). ORGANIZATION and CONTRACTOR shall be collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, ORGANIZATION desires to acquire specialized human resource/employment relations consultation and/or services on an independent contractor basis; and

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform the requested services for the ORGANIZATION on an independent contractor basis;

NOW, THEREFORE, the Parties, for good and valuable consideration, including the exchange of mutual covenants and forbearances herein, agree as follows:

1. Agreement Documents. This AGREEMENT includes those documents as referenced herein, or attached hereto with the Parties' mutual consent, including, but not limited to, the CONTRACTOR's Certificate Regarding Worker's Compensation Insurance, Insurance Policies or Certificates, Notice of Termination, or otherwise, and all modifications, addenda, and amendments thereto, which by this reference are incorporated herein.

2. Scope. ORGANIZATION hereby agrees to engage CONTRACTOR, as an independent contractor, on an "as needed" basis, to provide disability interactive process professional services, development of Essential Functions Position Analyses™ and/or other human resources consulting and training as may be mutually agreed by the Parties.

3. Term. CONTRACTOR shall be available to provide requested services under this AGREEMENT as of the effective date above-written and remain available to perform further requested services hereunder for one (1) year therefrom, unless otherwise modified or extended by the Parties in writing and attached hereto as an exhibit.

4. Compensation. ORGANIZATION agrees to timely pay the CONTRACTOR for services rendered pursuant to this AGREEMENT, and as regularly invoiced on a monthly basis, unless otherwise agreed by the Parties. ORGANIZATION shall pay CONTRACTOR according to the following terms and conditions:

(a) Such compensation is currently as follows:

(i) Rachel Shaw: \$350.00 per hour for consulting services and travel time, with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed.

(ii) Senior Consultants: \$275.00 per hour for consulting services, investigations, and travel time, with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed.

(iii) All other Staff: \$250.00 per hour, with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed.

(iv) Workplace Investigations: \$275 per hour, with mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work completed.

(v) For accommodation meeting facilitation requiring 400 miles or more of travel (roundtrip), a minimum day rate of \$4,500 applies, plus flight, rental car, hotel fees or mileage if incurred.

(vi) When flight scheduling requires travel the day before work is to be completed, a \$2,500 flat travel day rate applies. This cost is incurred only when flights cannot be scheduled on the day of the work assignment and ensure a timely arrival.

(b) Fees for customized trainings and workshops are as follows:

(i) Full day session is \$10,000, plus flight, rental car and hotel fees, if incurred. Fee includes preparation call, customized training materials and word version samples for up to 75 participants. For each participant over 75, an additional fee of \$30 per participant applies.

(ii) Payment method shall be made as invoiced upon completion of milestone/assignment or every 30 days, whichever comes first.

(iii) All payments due for services rendered or costs advanced by CONTRACTOR shall be timely tendered. The failure to remit same shall, at CONTRACTOR's option, excuse the furnishing of further services until the account is brought current.

5. Independent Contractor. CONTRACTOR, in the performance of its services pursuant to this AGREEMENT, shall be and act solely as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of the ORGANIZATION, and are not entitled to employment benefits of any kind or nature from the ORGANIZATION, including but not limited to, State Unemployment Compensation or Workers' Compensation Insurance. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees rendering services pursuant to this AGREEMENT, and hold ORGANIZATION free and harmless therefrom.

6. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, and recordings submitted to the ORGANIZATION, and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR, or otherwise in the public domain, and shall not be acquired in whole or in part from any third party where use thereof would violate copyright, patent, or unfair competition standards, and excepting documents, materials, or information submitted to CONTRACTOR by ORGANIZATION pursuant to the furnishing of CONTRACTOR's services hereunder.

7. Business Termination. In the event that either Party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other Party, this AGREEMENT shall terminate and be of no further force and effect and any property or rights tangible or intangible, shall forthwith be returned to the Party providing same.

8. Notice of Termination.

(a) ORGANIZATION may, at any time, for any reason, with or without cause, terminate this AGREEMENT upon thirty (30) days' written notice, and compensate CONTRACTOR for services rendered, or expenses incurred, as of the date of termination. Written notice by ORGANIZATION shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

(b) CONTRACTOR may terminate this AGREEMENT for good cause, which shall include past due balances for services performed hereunder and/or the failure of ORGANIZATION to reasonably cooperate in the rendering of CONTRACTOR's services hereunder, including, but not limited to, the failure to provide information or documentation reasonably required to properly render same.

9. Duty to Provide Fit Workers. CONTRACTOR shall at all times enforce appropriate discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this AGREEMENT. It shall be the responsibility of the CONTRACTOR to ensure compliance with this section. Any person in the employ of the CONTRACTOR whom ORGANIZATION may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this AGREEMENT and shall not again provide services except with written consent of ORGANIZATION.

10. Insurance. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, take out prior to commencing the work, and maintain in force and effect, from the commencement of services until expiration of this AGREEMENT, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain a policy or policies of insurance covering CONTRACTOR'S and subcontractor's services and furnish to ORGANIZATION a certificate of insurance evidencing all Coverages and endorsements required hereunder. Said certificate of insurance shall be due upon executions of this AGREEMENT, or such subsequent date as agreed to by the ORGANIZATION. Such insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California. Minimum coverages shall be as follows.

(a) General Liability Insurance for personal injuries, including accidental death, in an amount not less than \$1,000,000 per occurrence.

(b) Property Damage Insurance in an amount not less than \$1,000,000 per occurrence.

(c) Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than \$300,000 per occurrence.

(d) Statutory Workers' Compensation Insurance, covering contractors employed performing services hereunder, in accordance with Sections 3700 and 3800 of the Labor code of the State of California.

(e) Errors & Omissions (professional liability) Insurance in an amount not less than \$1,000,000 per occurrence.

(f) A thirty (30) day written notice to ORGANIZATION of cancellation or reduction in coverage.

11. Indemnification.

(a) The CONTRACTOR shall indemnify, defend, and hold harmless ORGANIZATION, its elected and appointed officers, employees, agents, and volunteers (ORGANIZATION Indemnitees) from and against any and all liability, loss, expense (including reasonable attorney's fees), including claims for personal injury or death arising out of CONTRACTOR's performance of this AGREEMENT, subject to the right of contribution, and in proportion to and to the extent such liability, loss, expense, reasonable attorney's fees, or claims for personal injury or death are caused by the negligent or intentional acts or omissions of CONTRACTOR, its officers, directors, agents, independent contractors or employees. This indemnification obligation may be satisfied in full by CONTRACTOR obtaining and maintaining insurance in the type and amounts set forth in Paragraph 10 herein.

(b) ORGANIZATION shall indemnify, defend, and hold harmless CONTRACTOR, its officers, directors, employees, agents, and volunteers (CONTRACTOR Indemnitees) from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for personal injury or death arising out of ORGANIZATION's performance of this AGREEMENT, subject to the right of contribution, and in proportion to and to the extent such liability, loss, expense, reasonable attorney's fees, or claims for personal injury or death are caused by the negligent or intentional acts or omissions of ORGANIZATION, its elected and appointed officers, agents, independent contractors or employees.

12. Assignment. The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this AGREEMENT or of its rights, title or interest in or to the same of any part thereof.

13. Compliance with Applicable Laws. The services completed herein must meet the approval of the ORGANIZATION and shall be subject to the ORGANIZATION'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Conflict of Interest. CONTRACTOR affirms that to the best of his/her knowledge, there exists no actual or potential conflict between CONTRACTOR's family, business, or financial interest and the services provided under this AGREEMENT, and in the event of change in either

private interests or services under this AGREEMENT, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the ORGANIZATION. CONTRACTOR shall not be in a reporting relationship to a ORGANIZATION employee who is near relative, nor shall a near relative be in a decision-making position with respect to the CONTRACTOR.

15. Affirmative Action Employment. In the performance of the terms of this AGREEMENT. CONTRACTOR agrees that it will not engage in, nor permit such subcontractor as it may employ to engage in, unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

16. Notice.

(a) All notices or demands to be given under this AGREEMENT by either Party to the other shall be in writing and given either by: (i) personal service or (ii) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section.

(b) At the date of this AGREEMENT, the addresses of the Parties are as follows:

ORGANIZATION: _____

CONTRACTOR: Shaw HR Consulting, Inc.
Attention: Rachel Shaw, President
107 N. Reino Road, Suite 414
Newbury Park, CA 91320

17. Non-Waiver. The failure by any one of the Parties to require performance of any provision shall not affect that Parties right to require performance at any time thereafter, nor shall a waiver of any breach or default of this AGREEMENT constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Client Services Agreement effective as of the date first written above.

CONTRACTOR:

Shaw HR Consulting, Inc.,
a California corporation

Dated: _____

By: _____
Rachel Shaw, President

ORGANIZATION:

Dated: _____

By: _____

Name: _____

Title: _____