

5105 Toll view Drive, Ste# 247

Rolling Meadows, IL 60008

Phone: 847-960-4204

E- Fax: 847-960-3279



www.beedata technology.com

SUBCONTRACT AGREEMENT WORK ORDER

This Subcontract Agreement ("Agreement") is entered into this between ZAP a company with its principal place of business at ZAP ("Subcontractor"), and Entellecs Corporation, (DBA Bee Data Technology)an AZs corporation, with its principal place of business at 5105 Toll view Dr, Suite# 247, Rolling Meadows, IL 60008.

- 1. Client: ZAP
- 2. Consulting Firm Employees: ZAP
- 3. Start Date: ZAP
- 4. Period: ZAP
- 5. Rate: ZAP
- 6. Overtime Rate : ZAP
- 7. Special Conditions : ZAP
- 8. Invoice/Payment Schedule : ZAP

Accepted:

Entellecs Corporation (Entellecs)

ZAP

(Authorized Signature)

Name:ZAP

Title:ZAP

Date:ZAP

Federal ID: ZAP

Accepted:

ZAP (Subcontractor)

(Authorized Signature)

Name:

Title:

Date:

SUBCONTRACT AGREEMENT



This Subcontract Agreement ("Agreement") is entered into this ZAP between ZAP a company with its principal place of business at ZAP ("Subcontractor"), and Entelleccts Corporation, (DBA Bee Data Technology)an AZs corporation, with its principal place of business at 5105 Toll view Dr, Suite# 247, Rolling Meadows, IL 60008.

1. Scope

This Agreement will apply whenever Subcontractor furnishes services ("Services") to ENTELECTS or its clients. The specific services to be performed, products to be delivered, if any, completion date, etc. shall be set forth in separate Work Orders. The first two (2) weeks of each assignment will be probationary. During this period, ENTELECTS may, upon notice to Subcontractor, request a suitable replacement for any or all Subcontractors" employees, if ENTELECTS is not satisfied with any employees services for any reason.

2. Fees and Expenses

- (a) ENTELECTS will pay Subcontractor as set forth in each Work Order.
- (b) Subcontractor is responsible for all expenses incurred by its employees, unless specified in the specific Work Order.

3. Term and Termination

- (a) This Agreement shall remain in effect until the Services specified in any Work Order have been completed, unless terminated earlier as provided in Sections 3(b) or 3(c).
- (b) Work Orders may be terminated by ENTELECTS at its discretion, at any time.
- (c) Subcontractor shall have the right to terminate this Agreement and any Work

4. Invoice/Payment

ENTELECTS expects monthly invoice based on services performed for the previous month. ENTELECTS will pay all invoices in Net Forty-Five (45) days from the date of receipt of the invoice.



5. Independent Contractor

Subcontractor and all personnel it provides ENTELECTS shall provide Services under this Agreement as independent contractors and not as employees of ENTELECTS. All personnel assigned to projects under this Agreement by Subcontractor shall be employees or independent contractors of Subcontractor. Subcontractor shall be solely responsible for the payment of its personnel's salaries, benefits, workers' compensation insurance and withholding of federal, state and local income and payroll taxes. Subcontractor shall indemnify and hold ENTELECTS harmless from any claims against ENTELECTS for any salary, benefits, workers' compensation or income tax or payroll withholding. Subcontractor personnel shall not participate in any benefit plans sponsored or contributed to by ENTELECTS, including but not limited to health, disability, life insurance, flexible benefits, 401(k), pension, stock purchase or investment plans. Subcontractor shall require each of its personnel performing services under this Agreement to sign the Acknowledgment of Independent Contractor Status in the form attached to this Agreement as Exhibit A and shall deliver a copy of the signed Acknowledgments to ENTELECTS prior to the personnel performing services under this Agreement.

6. Covenant

a) Subcontractor and its personnel, including subcontractors, during the term of their relationship with Subcontractor, shall not, directly or indirectly through any person, firm or subcontractor which is affiliated in any manner with Subcontractor, without the prior written consent of ENTELECTS during or within twelve (12) months after the termination of this Agreement, solicit or provide contract programming or consulting services to any of ENTELECTS' clients to whom Subcontractor's employees were assigned through ENTELECTS during the term of this Agreement.

(b) Subcontractor agrees that, during the term of this Agreement and for a period of twelve



(12) months following the termination of this Agreement, Subcontractor will not, except with ENTELECTS' prior written approval, directly or indirectly through a third party, refer for employment, solicit, hire or offer employment to any employee or staff member of ENTELECTS engaged in any efforts under any Work Order.

(d) Subcontractor agrees that, for the period of six (6) months from the date of any interview which ENTELECTS arranges for Subcontractor's employees or staff members with a client for a potential assignment, Subcontractor will not solicit or provide contract programming or consulting services to any such client other than through ENTELECTS.

7. Confidentiality

All secrets or confidential information of ENTELECTS or of ENTELECTS' clients disclosed to Subcontractor or Subcontractor's personnel shall be regarded as having been disclosed in confidence and shall not, other than in connection with ENTELECTS affairs, be passed on to a third party or in any way be made use of by Subcontractor, during or following the termination of this Agreement. ENTELECTS shall be entitled to obtain injunctive relief, as well as any other remedy provided by law, should Subcontractor or Subcontractor's personnel violate this section

8. Intellectual Property Rights

The ownership of all software and documentation created by Subcontractor under this Agreement shall, from the moment of its creation, vest in ENTELECTS. Subcontractor shall not make use of, copy or communicate any such software or documentation to a third party, other than in connection with ENTELECTS affairs, during or following the term of this Agreement.

9. Indemnification and Liability

Subcontractor shall indemnify, defend and hold ENTELECTS harmless from any responsibility for bodily injury and property damage liability or loss that may arise or grow out of performance of duties under this Agreement. Subcontractor shall indemnify, defend



and hold ENTELECTS harmless from any and all claims, actions, demands, losses and causes of action by Subcontractor arising from any violation of federal, state, local laws and regulations. Subcontractor shall indemnify, defend and hold ENTELECTS harmless from any damages, expenses, claims, losses, liability (including reasonable attorney's and expert's fees) that may directly or indirectly arise out of any violations of United States immigration laws. Subcontractor shall indemnify, defend and hold ENTELECTS harmless from any damage, expenses, claims, losses, liability (including reasonable attorney's and expert's fees) that relate to the intentional misconduct or negligence of Subcontractor's personnel.

10. Warranty

Subcontractor warrants to ENTELECTS that the material, analysis, data, programs and services to be delivered or rendered hereunder, will be of the kind and quality designated in each Work Order and will be performed in accordance with highest industry standards for the type of Services provided by Subcontractor.

11. Insurance

Subcontractor, at its expense, must maintain during the term of this Agreement the following insurance:

(a) Professional errors and omissions liability insurance with minimum limits of \$1 million dollars per occurrence and \$1 million dollars aggregate.

(b) Workers' Compensation Insurance that meets statutory requirements.

(c) Comprehensive General Liability Insurance with minimum limits of bodily injury of \$1,000,000 each person and \$2 million dollars aggregate and with minimum limits for property damage of \$1,000,000 each occurrence and \$2 million dollars aggregate.

(d) Comprehensive Automobile Liability (including hired and non-owned vehicles) with minimum limits for bodily injury of \$1,000,000 each person and \$1 million dollars each accident and with minimum limits for property damage of \$1,000,000 each accident.

The amount of coverage identified above may change based on the coverage required by



ENTELECTS' clients. Subcontractor will be notified of the amount required by ENTELECTS, if the amount is different. Insurance policies must name Subcontractor as the insured and ENTELECTS as additional insured, and must not be cancelled or materially changed without at least thirty (30) days prior notice from the Subcontractor to ENTELECTS. Subcontractor must submit certificates evidencing the insurance to the ENTELECTS Contracts Department at the time Subcontractor executes this Agreement, and at least fifteen (15) days prior to the expiration dates of expiring policies.

12.Incorporation of Contract

Each of the provisions of the contract between ENTELECTS and its client that apply to the performance of services by Subcontractor is incorporated herein by reference. With respect to each such provision incorporated herein, references to the client shall be deemed references to ENTELECTS, as appropriate, and references to ENTELECTS shall be deemed references to Subcontractor, as appropriate.

13.Additional Terms

(a)This Agreement, including its Work Orders, sets forth the full and complete agreement of the parties, and both parties warrant that there have been no other promises, obligations, or undertakings, oral or written. The terms and conditions in this Agreement shall supersede all terms and conditions, preprinted or otherwise, attached to any purchase order submitted by Subcontractor. This Agreement can be modified only by a written document signed by both parties.

(b)Subcontractor shall conduct background investigations on each of the personnel it provides to ENTELECTS under this Agreement at Subcontractor's expense which shall be made available to ENTELECTS upon request. Such investigation shall include, at a minimum: i) social security number verification; ii) address confirmation; iii) highest education confirmation; iv) last employment verification; and v) criminal record check for



current address. Subcontractor agrees to conduct additional investigation and screening, including but not limited to drug screening, as required by ENTELECTS' Client.

(c) Upon ENTELECTS' request, Subcontractor shall provide ENTELECTS with copies of Subcontractor's: i) minority, women, veterans, or disadvantaged business certification; ii) EEO statement or policy; and Affirmative Action Plan.

(d) The captions and headings throughout this Agreement are for convenience and reference only, and do not affect the meaning or intent of this Agreement.

(e) If any section or clause contained in this Agreement is found to be invalid by a court of competent jurisdiction, the remaining sections and clauses shall remain in full force and effect.

(f) This Agreement shall be interpreted and applied in accordance with the substantive law of the State of Illinois, and without regard to any choice of law provisions that would cause the law of another state to control.

(g) Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in effect, and judgment up to the award rendered by the arbitrators may be entered in any court having jurisdiction. Any such arbitration will be conducted in State of Illinois.

(h) No arbitration proceeding or legal action, regardless of its form, related to or arising out of this Agreement may be brought by either party more than two (2) years after the cause of action first accrued.

(i) The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies available to it at law or in equity, to reimbursement for its costs and expenses (including court costs and reasonable fees for attorneys and expert witnesses) incurred with respect to any such action. The term "prevailing party" for the

purposes of this Section shall include a defendant who has by motion, judgment, verdict or dismissal by the court, successfully defended against any claim that has been asserted against it.

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(j)Neither party may assign its rights or obligations under this Agreement or any Work Order without the prior written consent of the other party. Any purported assignment in violation of this section shall be voidable by the other party.

(k)Subcontractor shall not subcontract any rights or obligations under this Agreement to any third party without the prior written consent of ENTELECTS.

(l)The following provisions of this Agreement shall survive its termination: Covenant, Confidentiality, Intellectual Property Rights, Warranty, Indemnification and Liability, Arbitration, and Choice of Law.

Acknowledged & accepted for :

Entellecs Corporation (Entellecs)

ZAP

(Authorized Signature)

Acknowledged & accepted for :

ZAP (Subcontractor)

(Authorized Signature)

Name:ZAP

Title:ZAP

Date:ZAP

Name:

Title:

Date:ZAP

Notice Address and Facsimile Number :

Notice Address and Facsimile Number :

PH :

FX:

Entellecs Corporation

Attn. Legal Department “ Contracts
5105 Tollview DR, Suite 207

Rolling Meadows, IL - 60008