



CareerLink
COMPANIES

CONSULTANT AGREEMENT
(Independent Contractor)

This Consultant Agreement ("Agreement") is entered into this _____ day of _____, 2005, by and between _____ ("Consultant") and CareerLink, Inc. ("CareerLink").

Recitals

WHEREAS, CareerLink is in the business of, inter alia, providing temporary contract placement of trained personnel with third party employers ("Client Companies"), including but not limited to human resources professionals; and

WHEREAS, Consultant represents to CareerLink that he is trained and proficient in performing the following services: _____; and he desires to make his services ("Services") available to CareerLink; and

WHEREAS, Consultant agrees to be retained by CareerLink to provide his Services to Client Companies; and

WHEREAS, Consultant's performance of Services shall not be under the control or supervision of CareerLink; and

WHEREAS, Consultant is expected to report to a Client Company on a regular basis as agreed in advance. CareerLink has no responsibility concerning the quality or quantity of work performed by Consultant or for any damage, errors or losses connected with the work he performs; and

WHEREAS, Consultant will be compensated at the rate as described below by CareerLink, based on the number of hours the Consultant works for a Client Company, as reported by the Consultant and approved by the Client Company. CareerLink will pay Consultant only for those Services for which Client co-approves in writing; and

WHEREAS, Consultant shall timely pay all state and federal taxes associated with his performance of Services. Consultant shall make available to CareerLink proof of all tax payment receipts upon request.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant hereby agrees to perform Services for CareerLink and CareerLink hereby retains Consultant to perform Services, in accordance with the terms of this Agreement.

1. The introductory paragraphs in the Recitals are a part hereof, form a basis of this Agreement, and are prima facie evidence of the facts and the documents referred to herein.

2. As used herein, the term "Confidential Information" shall include all of the following CareerLink information: lists of Client Companies and related data concerning and/or relating to Client Companies, computerized compilations and processing for such data and all information belonging to a Client Company and considered confidential by such Client Company.

3. Consultant shall be compensated by the job in accordance with CareerLink's payment practice, as such practice exists from time to time, at the rate of \$_____ per hour for all Services rendered by Consultant during the term of this Agreement and approved by Client Company. The Consultant shall prepare and forward a time sheet approved by the Client Company on each Monday following the week in which the Consultant has performed work.

4. Consultant agrees that he (and his agents) will not, at any time, either while retained by CareerLink or afterward, make any independent use of, publish or disclose, or authorize anyone else to publish or disclose, to any other person or organization, any Confidential Information of either CareerLink or any Client Company except as is required in the course of Consultant's duties while retained by CareerLink. These restrictions shall not apply, however, to information that is public domain.

5. CareerLink and Consultant agree that Consultant shall perform his Services under this Agreement as an independent contractor. Consultant is not to be deemed an employee of either CareerLink or the Client Company, and Consultant stipulates and agrees that Consultant shall not have nor claim any right arising from employee status, including but not limited to fringe benefits, sick pay, bonuses, health insurance coverage, or retirement plans.

6. Consultant has the sole discretion to determine the manner by which his Services are performed. Consultant shall supply all transportation, necessary materials, tools and equipment to complete the Services. Consultant may work for anyone else, at any time and on any terms without permission from CareerLink.

7. Should either Party hereto bring action in any court of competent jurisdiction to enforce any of the provisions hereof the prevailing party in such action shall be entitled to the reasonable attorney's fees incurred by such party by reason of such action.

8. Consultant stipulates and agrees that both CareerLink and Client Company have the right to terminate the Services at any time, with or without reason, and without any liability.

9. Consultant agrees to conform to and not violate any and all local, state and federal laws. Further, Consultant agrees to use his best efforts in the performance of his Services.

10. a. This Agreement, and all documents referred to herein contains a complete agreement of the understanding of the parties with respect to the subject matter of this Agreement. There are no other inducements, representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed in this Agreement, including the documents referred to. This Agreement shall not be amended or modified in any manner except by a writing signed by all Parties to this Agreement.

b. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. To the maximum extent permitted by law, venue for a dispute arising out of or relating to this Agreement shall be in Dallas County, Texas.

c. The Parties stipulate that this Agreement is a joint effort of the Parties, that it should be construed with fairness as between the parties, and that it should not be more strictly enforced against one of the Parties. Furthermore, the Parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

d. The Parties recognize that this Agreement is subject to, and they agree to comply with, all applicable local, state, and federal statutes, rules and regulations. Any provisions of applicable statutes, rules, or regulations that invalidate any term of this Agreement, that are inconsistent with any term of this Agreement, or that would cause one or both of the parties hereto to be in violation of law shall be deemed to have superseded the terms of this Agreement; provided, however, that the parties shall use their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of applicable statutes, rules, and regulations, and the Parties shall add as a part of this Agreement, a term, condition or provision as similar in terms to such illegal, invalid or unenforceable term, condition or provision as may be possible and be legal, valid and enforceable.

e. Nothing contained in this Agreement, or any other agreement, if any, by or among the parties, shall create a partnership or joint venture by or among the parties. Any intention to create a joint venture or partnership relationship between the parties hereto is hereby expressly disclaimed.

f. This Agreement may be signed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

g. No waiver of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Party to be charged therewith, and no evidence of any waiver or modifications shall be offered or received in evidence in any proceeding between the Parties arising out of or affecting this Agreement, or the rights or obligations of any party, unless such waiver or modifications is in writing, duly executed as aforesaid. The waiver of any covenant, condition, or limitation herein contained, or of a breach thereof, shall not be construed as a waiver of any other covenant, condition, limitation, or breach, or a waiver of the same covenant, condition, limitation, or breach in any other instance.

h. All notices required to be given pursuant to this Agreement shall be deemed given when: (i) delivered in person, or (ii) received by facsimile; or (iii) sent Federal Express and delivered; or (iv) sent certified mail, return receipt requested, whether received or not.

i. Each of the Parties hereby acknowledges that he/she/it has had an opportunity to be represented by an independent attorney of his/her/its own selection and choice in the preparation of this but also its legal effect. Each Party stipulates that this Agreement is fair, just, and equitable.

CareerLink, Inc.

By: _____

CONSULTANT:

By: _____