



PO Box 867
Plaistow, NH 03865

Phone: (888) 478-5727
Fax: (603) 382-9423

SUBCONTRACTORS SERVICE AGREEMENT

1. Subcontractor shall provide, in accordance with the terms and conditions of this agreement, the following services to Contractor:

Services as described on issued work orders only. Any changes or additional work must first be approved by an authorized representative of the Contractor.

2. Contractor shall pay Subcontractor for such services as follows:

Payment shall be made on a time and material basis, except where there exists a separate agreement for a specific amount to complete a job. All invoices shall include the location of the work performed and reference Contractor's work order number. Payment terms are Net 30 days from the date invoice is received by Contractor.

3. Subcontractor shall make any and all arrangements to perform and complete its duties hereunder. It is acknowledged that time is of the essence in this regard. Subcontractor shall perform in accordance with the highest standards of its profession and in a professional manner, and shall at all times act in a manner which upholds the good will of Contractor.

4. Subcontractor shall not hold itself out to be an agent or employee of Contractor and has no authority to bind Contractor unless specifically authorized by Contractor in writing.

5. Subcontractor acknowledges that it is an independent contractor and independent IRS entity, that it has other business relationships; that Contractor is not Subcontractor's sole source of income or business; that Subcontractor has control over the means and manner of performing its duties and is responsible for the results of such duties; that Subcontractor considers itself to be in business for itself and that Subcontractor is not required to work exclusively for Contractor.

6. Subcontractor has and shall maintain his/her own Federal Identification number (EIN number) and/or social security number. This number is as follows: _____.

7. Subcontractor acknowledges it has no employees or subcontractors for the purposes of performing Services hereunder except as disclosed to, and permitted by, Contractor. In the event that any services by way of this Agreement are performed by such disclosed and approved employee(s) or further subcontractor(s); then the Subcontractor executing this Agreement agrees to be fully liable and responsible for all actions and services performed under this Agreement.

8. Subcontractor is solely responsible for taxes and payments for licenses, fees, and training and without limitation any other expenses that may or may not be required by State and Federal law. Subcontractor shall obtain and maintain adequate insurance coverage including but not limited to liability and professional coverage, in such amounts as are standard in the profession and shall immediately inform Contractor of any termination of such coverage.

9. Subcontractor acknowledges that during the course of this Agreement, the Subcontractor will learn of certain proprietary and confidential information of Contractor or Contractor's business contacts. Confidential and proprietary information includes but is not limited to: Contractor's customer lists, development of existing or future business models, relationships, plans, products and services marketed or planned to be marketed by Contractor (hereinafter "Confidential Information"). Confidential Information shall also include data relating to general business operations such as but not limited to, sales, costs, profits, organizations, promotions, leads, Contractor ideas and methods and pricing structures. Except as required by law or as necessary disclosures to its attorneys and or tax advisors Subcontractor shall treat as Confidential Information any and all payment amounts under Paragraph 2 above. The Subcontractor shall not disclose Confidential Information directly or indirectly to any person or entity and shall immediately inform Contractor should Subcontractor learn of any disclosure of Confidential Information.

10. Subcontractor shall not use directly or indirectly Confidential Information for its own use or for the use of any other person or entity except as specifically authorized by Contractor for use on Contractor's behalf.

11. Upon termination, with or without cause, the Subcontractor shall immediately return Contractor's property and equipment including but not limited to records, tapes, compact discs, laser discs, drawings, plans, contracts, props, equipment, tools or devices, manuals, sales leads or any other documents pertaining to or belong to Contractor/or Contractor's customers.

12. Subcontractor shall not compete in any manner with the business of Contractor, directly or indirectly, during the term of this Agreement and for a period of one year following the termination of this Agreement. Subcontractor specifically understands that any such competition would be the proximate cause for, and constitute, substantial damages to Contractor for which Subcontractor assumes full liability

13. The Subcontractor shall hold Contractor harmless and indemnify and defend Contractor against any and all claims, demands, lawsuits, damages, acts, costs of whatever nature which may be brought against or chargeable to Subcontractor

14. Nothing in this Agreement shall be construed to guarantee Services. Contracts obtained are accepted or rejected by Contractor in Contractor's sole discretion.

15. Either party may cancel this Agreement at any time with or without cause. Such cancellation must be in writing.

16. In no event shall Contractor be liable to Subcontractor or any other party for consequential, special or punitive damages whether or not Contractor is aware of the possibility of such damages.

17. Subcontractor may not assign this Agreement without the advance written permission of Contractor.

18. This Agreement may only be modified or amended by a writing signed by both parties and such writing must specifically reference that such is a modification and/or amendment of this Agreement.

19. This Agreement constitutes the entire agreement between Contractor and Subcontractor with regard to the subject matter contained herein. This Agreement supersedes all prior agreements and representations.

20. Waivers - A waiver of a breach or default under this Agreement shall not be deemed a waiver of any other breach or default. Failure or delay by either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

21. Severability - Should a provision of this Agreement be determined to be illegal or unenforceable, the remainder of this Agreement shall have full force and effect.

22. One Agreement - This Agreement may be executed in two or more originals; however, together all originals shall constitute one agreement.

23. Choice of Law - This agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

24. Notices - Any notices required to be given hereunder shall be given in writing and sent to the appropriate party as indicated in the signature space provided below.

25. Survivability - The duties of Subcontractor, such as but not limited to nondisclosure of Confidential Information and indemnification shall survive the termination of this Agreement.

26. **Effective Date** - This Agreement shall be effective as of _____.

CONTRACTOR:

Pulsar Alarm Systems, LTD

Signature (Duly Authorized)

Date

SUBCONTRACTOR:

Company Name

Signature

Date

Name Printed

Mailing Address

City, State, Zip Code

Telephone Number

Email Address