



INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made effective as of _____ by and between HSE Staffing Agency LLC (the "Company"), of

Mechanicsburg, Pennsylvania 17050, and

_____ (the "Contractor"), of

_____.

In this Agreement, the party who is contracting to receive the services shall be referred to as "Company", and the party who will be providing the services shall be referred to as "Contractor".

1. **DESCRIPTION OF SERVICES.** Beginning _____ Contractor will provide the following services (collectively, the "Services"): The above contractor will work as a staff _____ at multiple facilities as needed, per facilities request and the contractor's agreement

2. **PAYMENT FOR SERVICES.** Company will pay compensation to Contractor for the Services. Payments will be made as follows:

After the services is provided and the submission of the contractor time slip with the appropriate signature from the facilities.

3. **TERM/TERMINATION.** Either party may terminate this Agreement with a written notice to the other party. Should Company terminate Contractor for services, Contractor must acknowledge termination in writing and return all Company property. Final payment of work by Contractor will be initiated after receipt of documented acknowledgement and property received.

4. **RELATIONSHIP OF PARTIES.** It is understood by the Parties that Contractor is an independent contractor with respect to Company, and not an employee of the Company. Company will not provide fringe benefits, including liability insurance, workers' compensation coverage or any other employee benefit. Contractor is a 1099 self-employed contractor, and it is the contractor responsibility to pay their own taxes.

5. **WORK PRODUCT OWNERSHIP.** Any works, ideas, discoveries, inventions, products, or other information, whether or not copyrightable or patentable (collectively, the "Work Product") developed in whole or in part by the Contractor in connection with the Services shall be the exclusive property of the Company. Upon request, Contractor shall sign all documents necessary to confirm or perfect the exclusive ownership of the Company to the Work Product.



6. CONFIDENTIALITY.

Confidential Information

As used herein "Confidential Information" shall mean any and all technical and non-technical information provided by the Company, including but not limited to: data or other proprietary information relating to products, inventions, plans, methods, processes, know-how, developmental or experimental work, computer programs, databases, authorship, employees including names, address, phone numbers or any other contact methods, customer lists (including the names, or practices of any clients), the names of vendors or suppliers, marketing methods, reports, analyses, business plans, financial information, statistical information, or any other subject matter pertaining to any business of the Company or any it's respective clients, consultants, or licensees that is disclosed to the recipient under the terms of this Agreement. Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Company. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Company, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Company, and any and all trade secrets, customer lists, or pricing information of the Company. Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Contractor will return to Company all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

Non-Compete

During this agreement Contractor shall not represent, provide services for or engage in any other way any other business of a similar nature to the business of HSE Staffing Agency LLC without the written consent of HSE Staffing Agency LLC.

Contractor warrants and guarantees that during this agreement and for the twelve-month period following the termination of this agreement, Contractor shall not directly or indirectly establish any similar business to that of HSE Staffing Agency LLC. Contractor shall not solicit any client of HSE Staffing Agency LLC for the benefit of a third party that is engaged in a similar business to that of HSE Staffing Agency LLC or hire any employees staff or former employees or sales staff of HSE Staffing Agency LLC.

7. **INJURIES.** Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of the Contractor (and Contractor's employees, if any). Contractor waives any rights to recovery from the Company for any injuries that the Contractor



(and/or Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Contractor or the Contractor's employees. Contractor will provide Company with a certificate naming Company as an additional insured party.

8. **NO CONFLICTS.** Contractor hereby represents and warrants to Company that its execution and performance of this Agreement does not and will not breach any other agreement and does not require the consent of any other person or entity.

9. **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless Company from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Company that result from the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents.

10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

11. **WAIVER OF BREACH.** The waiver by Company of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

12. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited

13. **APPLICABLE LAW.** The laws of the State of Pennsylvania shall govern this Agreement.

14. **SIGNATORIES.** This Agreement shall be signed by:

This Agreement is effective as of the date first above written.

This Independent Contractor Agreement is executed and agreed to by:

Hagir Elsheikh {Name} _____

_____ {Signature} _____

HSE Staffing Agency LLC {Address} _____



Mechanicsburg, PA, 17050

{Phone} _____

(717)512-4417

{Email} _____

hsestaffing@gmail.com