



Nation Wide Information Technology Provider PH: 800-771-8610 FAX: 888-546-7773  
(Fax Signed Copies Only) Or Email Faxes  
to [Fax@totalitsolutions.ws](mailto:Fax@totalitsolutions.ws)

**Contact 1-800-771-8610 option 2 for hiring process support**

**READ THIS INDEPENDENT CONTRACTOR AGREEMENT CAREFULLY. BY SIGNING THIS DOCUMENT YOU INDICATE ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS INDEPENDENT CONTRACTOR AGREEMENT. ALL OR SOME OF AGREEMENT MAY OR MAY NOT APPLY TO YOU DEPENDING ON YOUR POSITION FIELD TECHNOLOGIST OR VIRTUAL OFFICE PERSONNEL. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU WILL NOT BE ELIGIBLE FOR CONTRACT JOB OPPORTUNITIES ON THE SYSTEM.**

**\*\*\*\*\* ATTENTION: Contract Agreement, Background Check Authorization, W-9 Tax forms *MUST* be accurately completed and faxed in before any work or pay is authorized for release to contractor by Total It Solutions.**

This Agreement is updated occasionally and it is your responsibility to check for updates  
<http://totalitsolutions.ws/hiringdocs>

Updated: Jan 15, 2010

The purpose of this Independent Contractor Agreement ("Agreement") is to set forth the terms and conditions under which Total IT Solutions, with its principal place of business located at PO Box, North Carolina 27105 d/b/a Total IT Solutions ("Total IT"), at its sole discretion will provide you (referred to as "You" or "Your" "User" or "Contractor") access to and use of Total IT Solutions proprietary platform known as "totalitsolutions.ws" ("Website"). The specific conditions pertaining to this use are as follows:

## **Hiring Process**

**\*\*\*\*\* *ATTENTION:* Our HR Support agents will be assisting you through your field service position hiring process. You can contact HR support with questions and to make sure hiring paperwork is faxed or emailed. You must submit your online back ground check before you can complete online trainings and exams to get ready for work with our field service companies.**

This Agreement is updated occasionally and it is your responsibility to check for updates

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1. **"Client"** refers to any person, corporation, partnership, or other business entity which is now or has been party to any services agreement with Total IT, together with the employees, contractors, affiliates, subsidiaries and parent, if any, of such person or entity. "Project" refers to a Work assignment or service order required by a Client of Total IT's that will be performed by a Contractor registered on the Website in accordance with the accompanying "Project Documents" written by Client.

2. **SERVICES:** You shall perform the services according to the specifications and directions set forth in the Project (as defined below) document(s) (the "Services" or the "Work"). You may not use subcontractors nor any substitute technician to perform any of the assigned Project or Services. The start and end date and cost estimate referred to in the Project documents are estimates only and should neither be construed as a guaranteed duration of work nor as a minimum work order. You hereby represent and warrant to Total IT Solutions that the Services to be performed under this Agreement shall be performed in a professional manner and in accordance with the terms set forth in the Project documents and applicable industry standards. You further represent and warrant to Total IT Solutions that You have sufficient experience and expertise in the field to competently perform the Work as described in the Project documents and shall be responsible for determining the manner and means by which to complete such Work. You acknowledge that neither Total IT Solutions nor Client have any obligation to provide training related to the Services, and Total IT Solutions has no control over Your hours or the location where the Services are to be rendered.

3. **DURATION:** This Agreement shall be effective upon Your acceptance of these terms by signing or clicking where indicated and may be terminated for any reason by ten [10] days advance written notice by either party. Further, Total IT Solutions may immediately terminate this Agreement and remove Contractor's name from the database for any one of the following reasons:

- If Contractor violates the policies of Total IT Solutions or Client as amended from time to time.
- If Total IT Solutions receives negative feedback from Client or their customer.
- If Contractor provides false or misleading information or is charged of any crime relating to moral turpitude or fitness to perform services.
- If Contractor fails to complete a Project or otherwise fails to satisfactorily perform the Work.
- If Contractor's actions negatively impact Total It Solutions reputation or are a material breach of this Agreement.

4. **INDEPENDENT CONTRACTOR.** This Agreement shall not render You an employee, partner, agent of, or joint venture of Total IT Solutions for any purpose. You are and will remain an independent contractor in relationship to Total IT Solutions. Total IT shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. Contractor shall have no claim against Total IT hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, payroll taxes or employee benefits of any kind.

5. **COMPENSATION:** All financial compensations will be disbursed to contractor via direct deposit, Pay Pal or paper check unless otherwise agreed upon by an authorized representative of Total It Solutions. It is mandatory for all contractors to establish or have access to a checking/savings and Pay Pal account for direct deposit purposes. If a condition exists authorized Total It Solutions representative may permit wherein contractor cannot gain access to an account an exception on case-by-case basis pending approval; contractor understands such exceptions may or may not cause an undetermined delay in receiving payment. Currently contact [accounting@totalitsolutions.ws](mailto:accounting@totalitsolutions.ws) for exceptions request.

The compensation for Contractor shall be set forth exclusively in each Project Document or payment details and no other compensation of any kind shall be due or payable to you. Contractor shall bear the sole responsibility of any expenses incurred in connection with performing the Services hereunder, except as otherwise expressly provided in a Project Document. Unless stated otherwise in a Project Document, Contractor will be paid after the four (4) criteria for completion of a Project have been achieved: 1) Client's customer has signed off; 2) Contractor has signed off and provided metrics in the back-office system; 3) Contractor has provided the tracking number on returned parts, as applicable; and 4) Client has approved the job by affirmatively indicating Project completion on the invoice, and after a subsequent five (5) business day waiting period. Payments will be issued by Total IT Solutions approximately fifth teen (15) or thirty -30-business calendar days after the Work is completed and verified, depending on the Clients method of payment. In the event the payment date falls on a weekend or banking holiday, payment will be made on the next business day. In the event Client withholds payment and attributes such non-payment to services performed by Contractor, Total IT Solutions may withhold future payment to Contractor until Project is deemed complete by Contractor and Total IT receives payment from Client. If Total IT Solutions is required to hire and compensate a substitute contractor for the Project, payment to the Contractor may be withheld.

Contractor shall be responsible for filing and payment of all taxes of any kind, including sales and income, including but not limited to federal, state, local, sales, and self-employment (FICA) taxes, and Contractor shall indemnify and hold harmless Total IT Solutions and all Clients of Total It Solutions from any responsibility for any tax related claims to any third party or governmental authority relating to Work performed by Contractor under this Agreement.

6. **CONFIDENTIALITY OF INFORMATION:** During the term of this Agreement, and following the termination of this Agreement for a period of one year (as such longer period of time required by Client in the Program documents), regardless of the time, manner, reason or cause of such termination, Contractor shall not directly or indirectly:

- Disclose to any person, corporation, firm or other entity the name, requirements or other business information of any Client of Total IT Solutions, other than as required to complete project work.
- Disclose any confidential information concerning the business of Total It Solutions or Client that Contractor shall have acquired during the performance of Projects.
- Use any of the foregoing for Contractor's own benefit except to carrying out its responsibilities under this Agreement and the Project document.
- Upon termination of each Project, Contractor shall surrender to Total IT Solutions or Client, as appropriate, all of Total IT's and Client's property in Contractor's possession or control, including originals and any copies of Total IT Solutions records; Client lists including contact information; manuals; training materials and kits; financial information; prospective Client lists including contact information; Client invoices; Contractor records; computer specifications and code; or materials relating to Client accounts.

- Contractor agrees to abide by all subsequent client contracts signed by Total IT authorized representatives, assuming full responsibility of terms & conditions of said contract. Contractor understands it has the option to refuse any project offered. Contractor understands that upon acceptance of any project, it individually agrees and accepts responsibility to be informed and bound to all aspects of each specific projects scope of service. Contractor also understands that it will not be bound to any conditions or terms not made available for viewing prior to service by Total It Solutions. All Total IT Solution client based contracts may be found at: <http://totalitsolutions.ws/hiringdocs> with 24/7 access maintained by Total IT, a notice will be given prior to any scheduled site downtime via e-mail. Total IT is not responsible for site being down or any subsequent fallout resulting in site being down due to conditions beyond Total IT's realistic control(ie. acts of God, blackouts...etc.). It is contractors' sole responsibilities to access desired client specific documentations/information and maintain valid e-mail account on record with Total IT Solutions.
- All system specifications of the Website, proposals, reports, computer software, data, and other information generated, modified or purchased by Total IT Solutions, by Contractor, or by others in relation to Work performed under this Agreement shall remain the property of Total It Solutions and/or the Client, and shall not be considered the property of Contractor, and shall not be used by the Contractor for any unauthorized purpose, or in any fashion at all at any time after termination of a Project. In the event that Contractor breaches this provision, Contractor may be enjoined and restrained from a continuing violation of this Section 6. Total IT Solutions is entitled to consequential damages resulting from breach of this Section 6, if You are found liable in a court of law.

7. **INTELLECTUAL PROPERTY RIGHTS:** Contractor shall treat all information regarding and within the Website as Total IT Solutions "Confidential Information", including without limitation the system, any proprietary tools, proprietary knowledge or proprietary methodologies relating to the Website, and all data related to the Clients and other contractors listed on the Website (including the mere fact that such Clients and contractors are using the Website). Contractor shall hold such Confidential Information in the strictest confidence and take all precautions necessary to protect such Confidential Information from any misuse, reproduction, disclosure or distribution. In particular, You acknowledge that because data relating to the Client is Confidential Information, You shall neither directly nor indirectly accept or respond to solicitations of employment (either as an employee or an independent contractor) of any Client during the term of this Agreement and for a period of 12 months thereafter.

During the term of this Agreement, as may be necessary for each Project, You may be given possession of Total IT Solutions Confidential Information or Confidential Information of a Client. Unless expressly communicated, all property must be returned to Total IT and/or Client upon request or upon termination of this Agreement. Failure to return such property in a timely fashion will result in arbitration or legal action to recover the property. All costs and legal fees incurred by Total IT Solutions or Contractor will pay the Client in connection with the recovery of property, regardless of whether arbitration or legal action has been commenced.

In addition, Contractor further agrees to Total IT's unrestricted use of Contractor's intellectual property (including Your name and image) for any lawful purpose, and hereby waives any claim of infringement or other violation resulting from such use. In granting this permission, You agree that no additional compensation will be paid to You for Total IT's use of such intellectual property other than Your hourly compensation for performing the

Services. You also acknowledge and agree that Total IT Solutions will allow its Clients access to Your personal information, and You further consent to receiving communications from the Clients via telephone, facsimile, email or other electronic communication methods.

Total IT Solutions retains all data and intellectual property rights arising out of Work performed by You hereunder. Total IT Solutions shall have the exclusive right to the use or non-use of such rights.

You hereby acknowledge Total IT's copyright in the Website regardless of whether the copyright notice appears on the system or whether it has been filed with the United States Copyright Office, and Contractor does not acquire any rights in the Website, express or implied.

**8. NON-SOLICITATION OF CLIENTS AND CLIENT'S CUSTOMERS**

Contractor agrees that you will not solicit directly Total IT's Clients nor Clients' Customers for service project work nor full time employment, without previously notifying Total IT Solutions of such intent, for a period of six months after the completion of the most recent Project.

Contractor agrees not to solicit Total IT Solutions Clients' Customer for service employment, nor to sell other equipment in competition to Client's for a period of six months after completion of the most recent Project.

**9. INSURANCE, LIABILITIES AND LICENSES:** Contractor shall carry the levels of insurance (e.g. auto, liability, and Worker's Compensation) and obtain any industry licenses required by Total IT Solutions, Client, as otherwise dictated by federal, state, and local law, or as agreed to by the parties in the Project Documents. Contractor shall indemnify and hold harmless Total IT Solutions and all Clients for any responsibility for any automobile related claims relating to Contractor, by any party. You shall be responsible for Your own disability and Worker's Compensation insurance. If Contractor desires such insurance, or if state law requires it to have such insurance, Contractor shall provide it for itself. Contractor shall indemnify and hold harmless Total IT Solutions and all Clients for any responsibility for any disability claims relating to Contractor, by any party.

**10. WARRANTIES OF CONTRACTOR:** Contractor warrants and represents that: a) You are of majority age and are free of any obligation or restriction that would prevent You from entering into this Agreement, b) You have and will have at all times while assigned to the Work hereunder a valid and legal work status under the regulations of the United States Immigration and Naturalization Service (if Work is being performed in the United States), c) all information provided by You to Total IT solutions or Client or placed on the Website is and will at all times be accurate, and not misleading or fraudulent, d) Your activities on the Website shall be free of all viruses, worms, or any other program or device which may cause damage or interfere with operation of the Website or the activities of any other user of the Website, and (e) at all times, You will observe and comply with all federal, state and local laws, ordinances, and regulations affecting the conduct of the Work under this Agreement.

**11. Total IT Solutions WEBSITE; WARRANTY DISCLAIMER:** All services and information on Total IT's Website (including any third party information and links) is provided "as is" and without any warranty. CONTRACTOR AGREES TO USE THE WEBSITE WITH ALL DUE CAUTION, AND TO TAKE EVERY PRECAUTION TO ENSURE THE INTEGRITY OF THE PERSONAL DATA ON THE WEBSITE. CONTRACTOR FURTHER AGREES THAT TOTAL IT SOLUTIONS SHALL NOT BE HELD LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY CONTRACTOR OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF TOTAL IT SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE WARRANTY DISCLAIMERS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. In the event of computer hacking, system breakdown, computer virus attack, any acts of God,

floods, earthquake, natural disasters, national emergencies etc., Contractor will not hold Total IT Solutions liable for any loss incurred by Contractor as a result.

12. **CRIMINAL BACKGROUND:** You have no criminal convictions and are not aware of any pending criminal charges. Contractor further agrees and consents to a criminal background check and releases and holds Total IT Solutions harmless from ordering and obtaining the same.

13. **INDEMNIFICATION:** Contractor shall indemnify and save harmless Total IT Solutions from any damages which Total It Solutions may sustain in any manner due to intentional misconduct, deliberate wrongful acts, criminal conduct or negligence of Contractor. Contractor hereby expressly waives any liability of Total IT Solutions with regard to any dispute between Contractor and Clients.

14. **ASSIGNMENT:** You may not assign Your responsibilities or other obligations hereunder. The rights and benefits of Total IT Solutions under this Agreement may be assigned to a successor corporation or business entity engaged in substantially the same business, and the Contractor agrees to complete any Projects for such successor under the terms and conditions of this Agreement. In the event of a merger or acquisition affecting Total IT Solutions, this Agreement shall be automatically assigned by Total IT Solutions without further action.

15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered U.S. Mail, FAX, e-mail, or internationally recognized courier to the place of business of the Contractor or to the office of Total IT Solutions whichever shall be applicable.

16. **CONTROLLING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and the United States of America. Total IT Solutions shall, however, have the right to seek relief in any court of competent jurisdiction in order to protect its proprietary rights in the Website or any confidential information of itself or one of its Clients.

17. **TERMS OF USE & PRIVACY POLICY:** Total IT's Terms of Use and Privacy Policy on the Website is hereby incorporated and agreed to by the parties. Total It Solutions shall not be responsible for any inaccuracies or omissions on its Website provided by Clients or any other third parties. Contractor is solely responsible for any personal information or other material placed on Total IT's Website.

18. **CANCELED ASSIGNMENTS:** Contractor understands and acknowledges that Total IT will in good faith assign and maintain all work orders, and is in no way liable for financial or any other form of compensation to contractor for work orders that have been canceled by the client for any reason. If notice has not been issued within a sufficient time frame being defined here as ½ hour prior to scheduled arrive time for sites within 50miles from contractors residence or adjusted travel times for sites of greater distances or anytime after contractor has arrived on-site; Total IT will seek time compensation from client & will disperse agreed compensation in full to contractor, with understanding that there is no guarantee to such compensations.

19. **Conduct and Personal Appearance:**

As many of our customers have become familiar with our technicians and vice versa, the potential to forget that they are the customer increases. Please keep in mind that regardless of how friendly they can be, they are not friends. Often times the most innocuous of statements can be misconstrued and ultimately result in a customer-mandated ban on a specific individual. Always keep your comments professional, concise, and relative to the issue at hand; never joke or flirt with store personnel. This is the best and only way to protect yourself from becoming the victim of a Store Manager or Support Analyst's bad day.

The expectations for personal appearance remain the same as always for production (open for business) sites; business casual - Docker/Khaki style pants - NO JEANS, T-SHIRTS, SHORTS OR SANDALS. When working in a new construction environment, jeans and t-shirts are permitted.

20. **ENTIRE UNDERSTANDING.** This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party. No other act, document, usage or custom shall be deemed to modify or amend this Agreement

**(Fax Signed Copies Only)**

**Signature**

\_\_\_\_\_

**Date** \_\_\_\_\_

**Print** \_\_\_\_\_