



ORACLE INDEPENDENT CONSULTANTS LLC
GRC, SECURITY AND CONTROLS SPECIALISTS

THIRD PARTY AGREEMENT

Oracle Independent Consultants, LLC hereby contracts with the undersigned Subcontractor for consulting and/or other services. This Agreement will establish the relationship between Oracle Independent Consultants LLC, hereinafter referred to as OIC as the "Contractor" and the undersigned Subcontractor hereinafter referred to as "Subcontractor", hereinafter sometimes referred to as "Consultant".

OIC shall use its best efforts to offer to the Consultant work assignments from its Client companies (hereinafter referred to as "Client") and to secure such assignments compatible to the skills and abilities of the Consultant. An addendum referred to as the Confirmation Letter to this Agreement will be incorporated into this Agreement and will discuss the arrangements of each specific assignment. This Subcontract Agreement and its addendum constitute the sole Agreement between the parties.

1. **Term.** This Agreement shall have an initial term of two (2) years, beginning as the date this agreement is executed by both parties and shall automatically renew for successive one (1) year terms, unless otherwise terminated.

2. **Duties of OIC, Client and Subcontractor.**

- a. Consultant will be subcontracted by OIC and shall remain an OIC subcontractor throughout each assignment. OIC will retain all responsibility for hiring and termination, rate negotiations, reviews Consultant may receive and other matters during the course of each assignment.
- b. Subcontractor shall be responsible for the activities of all its' employees and/or any subcontractors or other personnel used by it in performing all of the terms and conditions of this Agreement. Subcontractor shall cause all such personnel to abide by all of the terms and conditions of this Agreement and shall be responsible for any such personnel breach.
- c. Client will supervise Consultant in the workplace and shall be responsible for monitoring and insuring the quality and timeliness of work performed.

3. **Independent Contractor.** The relationship of OIC to Subcontractor shall be that of independent contractor. The Agreement does not and shall not be construed to create any partnership whatsoever beyond the purposes set forth in the opening paragraph above and shall not be construed to create a relationship of employee/employer. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services and advice by the Consultant in accordance with the consultant's independent, professional judgment in accordance with his or her own means and methods of performance.

4. **Confidentiality.** Subcontractor understands that he/she will be working with and developing for the Client unique and/or individualized procedures, processes, information, or other items in which the Client has proprietary interest, and which the Client may consider to be a trade secret. All work created for the Client shall be the exclusive property of the Client, unless otherwise stated in writing. Consultant agrees to treat all such matters as confidential. Consultant agrees not to disclose any of such confidential information or items to anyone not directly related to the Client's business nor use such items or property for Consultant's own purposes except in connection with Consultant's work for and on behalf of the Client.

5. **Amount and Method of Payment.** OIC shall pay Subcontractor for all hours worked. Subcontractor will be responsible for payment of all withholding income and other taxes and shall indemnify OIC for its

Initials _____

failure to pay. Consultant will send to OIC on a weekly basis his or her timesheet via e-mail or fax by Tuesday at noon, CST. Consultant shall submit to OIC a copy of a timesheet signed by an authorized representative of Client. Subcontractor shall be paid on a net 30 basis and there will be no pay for sickness, vacation, holidays or severance. OIC will pay Subcontractor for all hours worked and all expenses incurred only when Consultant has an authorized signature from Client, approving Consultant's hours and expenses. Subcontractor hereby agrees that OIC may deduct or withhold from any invoice or other form of payment any unauthorized expenses incurred by Consultant.

6. **Termination.** This Agreement is on-going; however, either party shall have the right to terminate this Agreement with or without cause at any time. Subcontractor agrees to provide OIC two (2) weeks written notice prior to leaving a contract in-process. Termination of the Agreement for any reason does not affect Paragraph 4 (Confidentiality) and Paragraph 8 (Non-Solicitation).

7. **Assignability.** No assignment of this Agreement or any of the rights or obligations set forth herein by either party shall be valid without the specific written consent of the other party. The foregoing shall not prevent an assignment by OIC to any successor to all or substantially all of the business or assets of OIC or any assignment of OIC's right to receive monies due or becoming due hereunder.

8. **Non-Solicitation.** During the term of this Agreement and for a period of two (2) year after termination for any reason, Consultant agrees not to solicit a permanent position, offer his or her resume, or accept a temporary assignment or perform contract labor for (a) any Client to provide installation, implementation, configuration, training, testing or any other services associated with any of the Oracle GRC applications, or (b) Client of OIC for which Consultant actually worked or to whom Consultant's resume was delivered; or (c) the customers of Client for which Consultant actually worked or to whom Consultant's resume was delivered; or (d) the affiliates of such Client, without the written consent of OIC. OIC will waive the non-solicitation clause whereby OIC and Subcontractor both have signed client agreements with the same client.

Consultant further agrees that during the term of this Agreement and for a period of two (2) years after termination for any reason that he shall not directly or indirectly (i) induce or attempt to induce any employee or consultant to quit employment with OIC nor shall he (ii) hire or engage any employee or consultant of OIC or any former employee or consultant of OIC whose employment ceased less than one (1) year before the date of such hiring or engagement.

9. **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay or failure of performance under this Agreement or other interruption of service or employment resulting directly or indirectly from random acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation strikes or other work interruptions by either party's employees or agents or any similar or dissimilar cause beyond the reasonable control of either party.

10. **Indemnification.** The Consultant hereby indemnifies and agrees to hold harmless OIC, its agents and employees, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits and proceedings (including legal expenses and reasonable attorney's fees) of whatsoever kind and nature, including but not limited to special damages, work stoppage, data loss, computer failure or malfunction, or any other commercial damages or loss imposed on, incurred by or asserted against OIC, its agents or employees, arising out of or in connection with the performance of this agreement or the services hereunder or breach of any warranty contained herein, except to the extent due to the negligence of OIC or its employees.

11. **Infringement.** Consultant warrants that in the course of performing the services hereunder, he will not knowingly violate or infringe any proprietary rights of a third party, including, without limitation, confidential relationships, trade secrets, patents, trademarks or copyright rights. Consultant hereby agrees to indemnify and save OIC harmless from any loss, claim, damage, cost or expense of any kind, including reasonable attorney's fees, to which OIC may be subjected by virtue of a breach of the foregoing warranty.

12. **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, such provision shall be severable from this Agreement if it is capable of being identified with and apportioned to reciprocal consideration or the extent that it is a provision that is not essential and the absence of which would d6.

Initials _____

been performed shall not be grounds for invalidation of this Agreement under circumstances in which the true controversy between the parties does not involve such provision.

13. **Amendments.** This Agreement supersedes all previous Agreements between the parties and constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

14. **Governance.** This Agreement has been executed and delivered in and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Texas and any dispute concerning same must be brought in a court of competent jurisdiction in Denton, Denton County, Texas.

15. **Not to Compete.** For good consideration, which includes, access to OIC resources including, but not limited to, access to Oracle EGRCM, AACG, ETCG, CCG, PCG, EBS R12.1.3 Vision Instance, OIC SharePoint and other resources, the consultant agrees not to compete with OIC or its successors or assigns. The term "not to compete" shall mean that the consultant shall not directly or indirectly compete with OIC by as an officer, owner, partner, director, agent, employee or consultant to any firm or entity substantially engaged in a business providing installation, implementation, configuration, training, testing or any other services associated with the **Oracle GRC Technology Controls and Oracle GRC Applications**. This clause (i.e. Para 15 Not to compete) is effective from the date that the Consultant executes this agreement and shall remain in effect for three (3) years.

16. **Refund Course Fee.** OIC shall refund 50% of OIC's GRCEXpress™ Learning Center course fees incurred by the Subcontractor after the Subcontractor has completed 160 hours of billable work.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____.

Oracle Independent Consultants LLC

By: _____

Name: Roger L. Drolet

Title: President

Subcontractor:

Subcontractor: _____

Subcontractor (Please print) _____

Tax Identification #: _____

Social Security #: _____

Initials _____