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**WELCOME TO AQYRA STAFFING SUPPLIER PROGRAM**

**FOLLOW THE BELOW STEPS TO PROCESS THE MASTER SUPPLIER AGREEMENT**

-----------------------------------------------------------------

* ALL THE TYPE IN FIELDS MUST BE FILLED ENTIRELY
* FILL IN THE APPROPRIATE INFORMATION INTO EACH FIELDS
* TYPE IN THE NAME AND TITLE OF THE AUTHORIZED SIGNATORY
* ONCE ALL THE FIELDS ARE FILLED, PRINT THE ENTIRE CONTRACT
* INTIAL EVERY PAGE ON THE BOTTOM RIGHT CORNER AND SIGN THE LAST PAGE
* SUBMIT TO AQYRA CONTRACT ADMINISTRATION (**Scan & email to your point of contact at AQRYA**)

**General Instructions:** THIS IS A PROTECTED DOCUMENT. Only those sections that are intentionally left blank are authorized for inputs. Only changes that are negotiated through AQRYA Contract Administration will be accepted and legally incorporated into this document (“authorized changes”). Other than authorized changes, all changes incorporated herein will be invalid regardless of the incidence of otherwise valid signatures on the document or any executed purchase order.

This Master Supplier Agreement (MSA) must be completed and returned to AQYRA Contract Administration for any services to be considered. Incomplete Contract will not be processed. If either the AQYRA Account Manager or the Supplier has any questions, please contact AQYRA Contract Administration at (609) 960 0800 x. 411.

**SUPPLIER BUSINESS DATA**

Legal Business Name:

Taxpayer ID Number (TIN):

State of Incorporation:

Corporate Office Street Address:

City:

State:

Zip Code:

Main Telephone Number:

Main Fax Number:

Website Address:

Signatory Name: (authorized mgmt. members only)

Signatory Title: (authorized mgmt. members only)

Point of Contact Name for Sales & Recruitment:

PoC Title:

PoC Phone #:

PoC Email ID:

Team Manager’s Name:

Manager Phone #:

Manager Email ID:

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**MASTER SUPPLIER AGREEMENT**

This AGREEMENT is made effective between **AQYRA** (hereinafter “AQYRA”), a NJ State incorporated business entity with EIN # as 84-4046217 and  (hereinafter “Supplier”) with EIN # of      , with corporate address at       and as of the date provided by the Supplier on the signatory page of this agreement.

Whereas AQYRA provides Information Technology related services to various clients, including the client (hereinafter “Client”) listed in any Exhibit A executed by AQYRA and Supplier and attached to this Agreement, to provide technical services to Client according to the Client’s specifications; and

Whereas Supplier agrees that AQYRA will spend substantial resources and time in evaluating, qualifying, proposing and/or providing Supplier's Consultants to Clients of AQYRA, and that AQYRA is selected by Client to provide such services to Client at the Client locations listed in any attached Exhibit A; and

Whereas Supplier is in a similar business and desires to join efforts with AQYRA for the purpose of providing qualified Consultants for the Clients of AQYRA; and

Whereas AQYRA and Supplier wish to enter into an Agreement pursuant to which Supplier will introduce its Consultants to AQYRA and AQYRA may propose their Consultants to its Clients.

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties agree as follows:

1. **DIRECT CONTACTS**

The Supplier agrees that it will not communicate in any fashion with the Client's technical or administrative (including contracting, procurement, human resources, etc.) personnel concerning any effort to provide technical services to Client by any of Supplier's Consultants except that Supplier’s Consultants may communicate with the Client concerning those services already being performed by Supplier through AQYRA under this Agreement. Supplier will communicate exclusively through AQYRA regarding any additional services not already being performed by Supplier under this Agreement.

1. **INVOICING & PAYMENT**

If Supplier's Consultants are selected by Clients of AQYRA to provide consulting services, Supplier will be compensated by AQYRA in accordance with below terms for each Consultant of Supplier who provides such services through AQYRA which will be effective from the date of join of Supplier's Consultant at the client site and approved timesheets by the clients.

AQYRA shall pay the Supplier the described Payments as outlined in Exhibit A, provided Supplier is in complete compliance with all provisions of this Agreement. Payment is contingent upon return of a fully executed Agreement, W-9, and copies of Insurance Certificates and work eligibility proof of Supplier’s employees. Supplier shall submit Client authorized timesheets for Services performed, proper substantiation of all pre-approved eligible expenses and other associated documentation within 30 days of the payroll period ending date such Services were rendered, or charges were incurred. Authorized timesheets, expenses and other associated charges not submitted within 30 days of the payroll period ending date that such Services were rendered, or charges incurred will be treated as ineligible for payment, and Supplier waives its right to receive payment for all such Services or charges. Should the Supplier be required to complete a Client timesheet other than AQYRA’s timesheet, the Supplier and its consultants must ensure that the same information is on both timesheets. Supplier shall submit invoices with respect to the Billing/Invoicing Schedule as mentioned on the Exhibit A for all hours worked for that week along with Client verification of time spent (timesheet). AQYRA will separately invoice Client and will be entitled to retain its commission for the brokerage, recruitment, marketing, administrative services provided under this Contract. AQYRA agrees to pay the Supplier proper and Client approved timesheets and expenses NET 30 Days from the date of invoice submitted by the Supplier.

1. **WARRANTY OF SERVICES**

AQYRA shall submit Supplier's Consultants to Client according to the qualifications, experience, and project requirements of the Client. It is within AQYRA’s discretion whether to propose such Consultant to its Clients. The work to be performed by the Supplier’s Consultants under this Agreement shall be set forth by Client and stated in the Exhibit A or provided by the client as they prefer. If Client chooses to terminate the services of Supplier's Consultant for any reason, including but not limited to unsatisfactory performance, Supplier will be compensated only for services approved and paid for by Client. If the Consultant’s performance is not satisfactory, the Client and or AQYRA may release him/her from the assignment within the first ten business days of the start date with no liability to make payments for his/her services. After the first ten business days, AQYRA agrees to make payments until the last day of services by the Consultant. The payment to Suppler will be based upon the payments received from the client for the duration which will be defined in the task/purchase order upon confirmation on assignment. AQYRA’s receipt of payment from the Client for Supplier Services shall be a condition precedent to Supplier’s right to receive or retain any Payments.

1. **CONFIDENTIALITY OF INFORMATION**

Supplier acknowledges that the Consultants provided by the Supplier may acquire information and material that is the Client’s confidential, proprietary or trade secret information. As used herein, “Client’s Information” includes, but is not limited to, all information and documents disclosed by the Client, whether written or oral, in the course of a Project or in contemplation hereof including, without limitation, all specifications, drawings, sketches, schematics, models, samples, tools, algorithms, technical or business information, research and development information, production and engineering processes, costs, profit and margin information, lists, and marketing, production and future business plans.

Supplier and its Consultants hereby agrees to hold Client’s Information in strict confidence, not to disclose it to third parties or to use it, in any way, commercially or otherwise, other than as permitted under this Agreement. Supplier will limit the disclosure of the Client’s Information to employees with a need to know who: (i) have been advised of the proprietary nature thereof; and (ii) have acknowledged the express obligation to maintain such confidentiality. At Client’s request, Supplier and its Consultants shall return promptly to Client all copies of written, graphic, or other tangible form of Client’s Information.

Supplier and its Consultants hereby agrees that every individual person including but not limited to employees, subcontractors, agents, representatives and other third parties who perform under this Agreement shall execute the appropriate documents to undertake obligations of confidentiality consistent with the terms set forth herein. Supplier hereby agrees to provide evidence of such duly executed documents (non-disclosures and non-compete agreements) prior to commencement of any work.

1. **NON-COMPETITION TERMS & CONDITIONS**
   1. During the term of Supplier’s performance of services for a Client on behalf of AQYRA and for one year after the termination of such services, Supplier agrees that it, its Consultants, its agents, subcontractors and employees, will not provide or attempt to provide, or advise others of the opportunity to provide, other than through AQYRA, directly or indirectly, any services to any Client to which Supplier is providing or has provided services through AQYRA.
   2. For the purposes of this Paragraph 5, the term "Client" includes any customers, contractors, subcontractors, or clients of the Client for whom Supplier's Consultant performed services under this Agreement or for whom AQYRA proposed that Supplier would perform services under this Agreement.
   3. Supplier agrees that it will not hire or solicit for hire any of AQYRA’s personnel, consultants, or any Client personnel about whom it has received information or to whom it was introduced as the direct result of any services performed pursuant to this Agreement.
2. **MARKETING & SALES CONDITIONS**

Supplier agrees that AQYRA will spend substantial time, effort, and resources in marketing, evaluating, qualifying, proposing and/or providing Supplier's Consultants to AQYRA’s Clients. Thereby, Supplier agrees to follow the below terms.

* 1. Exposure to Projects: In order to identify the match between the Supplier’s consultant and AQYRA’s client requirement, AQYRA will establish communication between the consultant and AQYRA’s clients. Supplier’s Consultant will represent AQYRA as the primary and main point of contact (PoC) during all types of communication between the Consultant and clients of AQYRA and all other involved parties. Consultant will not discuss/present/disclose any issues (regarding the Compensation, Rates, Start date, Personal matters etc.) with the client and all involved parties. All such issues will be addressed with AQYRA only.
  2. Confidentiality: During communication with AQYRA or AQYRA’s client/client’s, project related confidential information might be revealed. In dealing with competing consulting companies, Consultant agrees to maintain all such information, including client contacts and project details highly confidential with AQYRA.
  3. Interview Commitment: AQYRA will notify the Supplier and its Consultant via email regarding the client interview schedule and the related details. Supplier fully agrees to coordinate its Consultant to attend the client interviews without any type of mishaps, unless or otherwise notified to AQYRA via email 1 day prior to the given interview schedule. Supplier hereby understands that not attending the given schedule by its Consultant causes damage to AQYRA’s business relationship with the client that offered the interview schedule.
  4. Consultant and Supplier agree not to compete either directly or indirectly with AQYRA by soliciting business opportunities with the clients introduced by AQYRA.
  5. Delivery Commitment: Supplier and its Consultant is expected to –
     1. Ensure that the interviews are managed at the scheduled time which shall be communicated by AQYRA to the Supplier and the Consultant
     2. Supplier hereby authorize AQYRA with entire rights and exclusivity to assign the consultant if he/she is selected for consulting services by the client of AQYRA
     3. Supplier and Consultant agree not to re-negotiate compensation that was previously agreed to.
  6. Supplier agrees and accepts that any breach of the above clauses will have a penalty of $5000.00 and payment will be made by Supplier within 1 week from the notice date by AQYRA.

1. **NOTICE OF TERMINATION**

This agreement may be terminated at any time by either party upon fifteen (15) days written notice, however AQYRA and or the Clients may terminate upon shorter notice, or no notice, however the provisions will survive the termination of this Agreement.

1. **INSURANCE**

Before providing services, Supplier will obtain for itself and its Consultants at its own expense, comprehensive insurance coverage as set forth in Exhibit A. Supplier shall also require its agents or subcontractors, if any, who may enter upon Client’s premises to maintain the same insurance coverage required herein. Commercial general liability policies required herein shall name AQYRA and the Client, where applicable, as an additional insured with respect to work performed under this Agreement. Before starting work and upon renewing coverage required herein, Supplier shall furnish AQYRA with all certificates and/or adequate proof of the foregoing insurance.

1. **LIABILITY**

Because of the independent status of Supplier, it is solely accountable for the services it provides to AQYRA and its Clients. Neither AQYRA nor the Client, nor any of Client’s contractors, subcontractors, Customers or Clients, shall have any liability whatsoever to any party for such services provided by Supplier or its Consultants. AQYRA will act in good faith to describe the task requirements set forth by the Client, AQYRA has no right to control any aspect of the project on which Supplier’s Consultant will be deployed. Supplier releases AQYRA from any liability relating to representations about the task requirements or to the conditions under which Supplier’s Consultant are deployed.

1. **ASSIGNED CONSULTANTS**

Supplier agrees that any Consultants provided by Supplier are employees of Supplier and are not employees of AQYRA or Client; that Supplier's Consultants will not be entitled to any rights, benefits or privileges provided by AQYRA or Client to its own employees. Supplier shall indemnify and hold harmless AQYRA from all damages, costs and expenses resulting from any claims by Supplier’s Consultants.

Should Supplier fail to maintain the employment relation with its Consultants, then AQYRA will be relieved of its commitment from this agreement and holds the entire right to conduct business relationship directly with the Consultant and or his/her new employer or visa sponsor and therefore Supplier agrees to release Consultant from any and all contractual and legal obligations and bindings without any additional fee or penalties to AQYRA and the Consultant.

Supplier agrees that the Consultants introduced and proposed to AQYRA are direct W2 employees and otherwise agrees to specifically notify AQYRA in writing that the proposed Consultants are recruited and or resourced through its preferred business affiliates. If found otherwise AQYRA holds the right to conduct direct dealings with the same Consultants and or his/her Direct Employer/Visa Sponsor. If the Client decides to hire the Consultant providing services and Consultant agrees to be hired by Client, the Supplier agrees to release Consultant from all contractual and legal obligations and bindings without any additional fee or penalties to AQYRA and Clients and the Consultant. If AQYRA receives a placement fee when Client hires the Consultant, the Supplier will receive a portion of that fee, offered by the Client.

1. **COMPLIANCE WITH LAWS ON USE OF ALIEN WORKERS**

If applicable, for each employee provided by the Supplier to AQYRA, Supplier agrees and warrants that it will comply with all laws related to work being performed by alien workers in the United States including, but not limited to, the following:

* 1. Supplier is a company registered and operating in United States. Supplier's Consultants will be employees of such corporation, and such corporation will be their employer. Accordingly, the Consultants will be on the payroll of such corporation that maintains copies in the United States of all payrolls, wage and hour, and similar records required by the United States Department of Labor.
  2. Supplier represents that it is responsible for and in control of the payment of wages to its employee(s) under this Agreement, and that all required federal, state and local taxes, whether income, employment, excise or of any other type, will be paid by Supplier as the employer of all Consultants under this Agreement.
  3. Supplier agrees that AQYRA may require the Consultants provided pursuant to this Agreement to execute such forms as AARYVA may request to confirm the representations in this Agreement, including I-9 Form.

1. **NOTICES**

Any requirement to "notify” or for "notice" or "notification" in connection with the subject matter of this Agreement shall be in writing and shall be effective either when delivered personally or electronically to the party for whom intended, or five (5) days following the deposit of the same into the United States mail, certified mail, return receipt requested, addressed to such parties or to an alternate address given to the other party in accordance herewith.

1. **SEVERABILITY**

If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

1. **COMPLETE AGREEMENT AND AMENDMENT**

This Agreement and any written Statement of Work, Addendums or Exhibits executed hereunder, contain the entire agreement between the parties hereto with respect to the matters covered herein. Supplier acknowledges that it is entering into this Agreement solely based on the agreements and representations contained herein. This Agreement shall not be modified in any way except as agreed to in writing and signed by both parties and stating expressly that it constitutes a modification of this Agreement.

Each executed Exhibit A shall be deemed to be incorporated into this Agreement. All transactions between AQYRA and Supplier during the term of this Agreement shall be covered by this Agreement and any applicable Exhibit A unless otherwise agreed upon by the parties in writing.

1. **RESOLUTION OF DISPUTES**

Both AQYRA and Supplier agree that, in the event a dispute arises between them, they will attempt, in good faith, to resolve such disputes in an amicable and equitable manner. Supplier hereby agrees that it, it’s Consultants, its agents, subcontractors, and employees will bear all costs including legal and attorney fees arising due to any disputes and holds AQYRA harmless and not liable.

1. **GOVERNING LAW**

The terms of this contract will be construed and enforced in accordance with the laws of the state of New Jersey.

IN WITNESS THEREOF, the parties have executed the Agreement on the date set forth above.

**FOR AND BEHALF OF: FOR AND BEHALF OF:**

AQYRA Consulting

Company Name: Supplier Company Name:

84-4046217

Company EIN #: Supplier Company EIN #:

Signatory Name: Signatory Name:

Signatory Title: Signatory Title:

Today’s Date (By AQYRA): Today’s Date (By Supplier):

Signature: Signature: (authorized mgmt. members only)

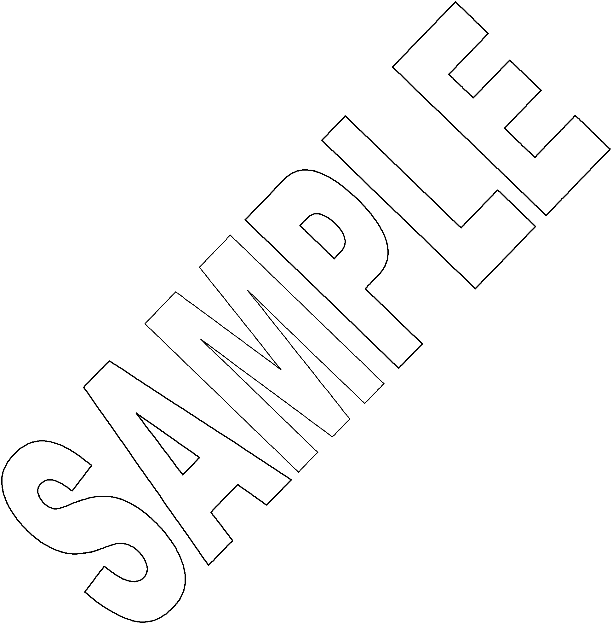
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**EXHIBIT A - STATEMENT OF WORK (SoW)**

This Exhibit A (SoW) supplements and is hereby made a part of Master Supplier Agreement entered into by and between AQYRA Consulting, (“AQYRA”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Supplier). Subject to the terms and conditions of the Agreement, the following is hereby supplemented.

Full Name of the Consultant: Project Start Date:



Consultant Social Security Number: Client Name:

Consultant Contact Number(s): Client/Project Location:

Consultant Email Address: Project Duration:

Consultant Current Location: All-inclusive Rates & Conditions:

**Billing Terms:** Supplier will invoice AQYRA according to the same schedule for which AQYRA is required to invoice its client. Schedule and terms for this Exhibit A for Supplier invoicing are as follows:

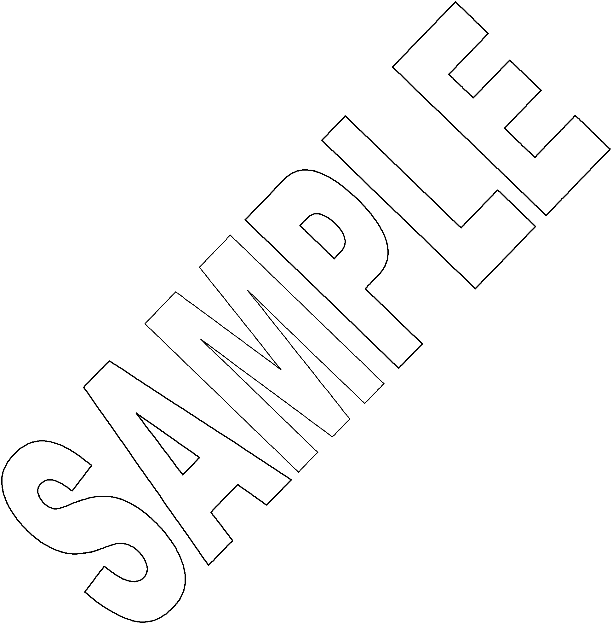
|  |  |
| --- | --- |
|  | Monthly (all hours worked from the first and last day of each month) |

**Insurance Requirements:** Supplier shall maintain the insurance requirements required by AARYVA’s Client for whom Supplier is performing services. For the term of this Exhibit A, Insurance requirements are checked below:

|  |  |
| --- | --- |
|  | Adequate Worker’s Compensation and related insurance required by AARYVA |
|  | Commercial General Liability Insurance |
|  | Professional Liability Insurance |
|  | Employer’s Liability Insurance |
|  | Automobile Liability Insurance |
|  | Other (explain): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Background Check Terms:** For the consultant listed on this Exhibit A, Supplier shall also complete each of the items checked below prior to the consultant starting their assignment with Client. In addition, the consultant must satisfactorily pass each of the items checked below.

|  |  |
| --- | --- |
|  | Drug Screen |
|  | Criminal Background Check |
|  | Credit Check |
|  | DMV Check |
|  | Education Verification |
|  | Employment Verification & Reference Checks |
|  | Client Specific Forms or Agreements |
|  | Other (explain): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

* Supplier shall provide AQYRA with documentation that the above checked items have been performed and AQYRA holds the right to audit as required.
* This Purchase Order and its terms & conditions will be effective only from the date when the above-mentioned Consultant joins the project on said project start date with the client at the project location. AQYRA is not responsible and will not be held liable for any damages or expenses if the project does not start on the given start date.
* If Client reduces the amount paid to AQYRA for Consultant in this Exhibit “A”, AQYRA will reduce subsequent payments to the Supplier by an equal amount and agrees to notify the Supplier in writing prior to the rate changes.
* If the Consultant does not join the project that s/he is chosen for and mentioned under this Exhibit A, Supplier will pay AQYRA a compensation of 2 week’s worth of billing rate within 10 days from AQYRA’s notice date.

IN WITNESS THEREOF, the parties have executed the Agreement on the date set forth above.

**FOR AND BEHALF OF: FOR AND BEHALF OF:**

AQYRA Consulting\_\_\_\_\_

Company Name: Supplier Company Name:

84-4046217

Company EIN #: Supplier Company EIN #:

Signatory Name: Signatory Name:

Signatory Title: Signatory Title:

Today’s Date (By AARYVA): Today’s Date (By Supplier):

Signature: Signature: (authorized mgmt. members only)