



Please read the attached "Agreement of Integrity" in its entirety, initial each paragraph, sign, date, print and fax to 972.534.1369.

If you have Adobe Professional or capabilities to print to PDF format, please use this format and email to contracts@rainbowoutsourcing.com You are invited to check out www.cutepdf.com for a freeware program that will allow you to convert this document to PDF.

Thank you! We look forward to sending you projects.



AGREEMENT OF INTEGRITY

Rainbow OUTSOURCING ("Rainbow" and/or "the Company") oversees and manages projects for its clients and outsources various components of those projects to independent contractors skilled in specific tasks. This Agreement of Integrity outlines the project parameters and clarifies the agreement between Rainbow and the independent contractor ("Contractor"). This Agreement of Integrity refers to all projects provided to Contractor by Rainbow, and indirectly by Rainbow's clients ("the Client").

Please initial each paragraph.

IT IS AGREED that _____ (hereinafter referred to as "Contractor") is working with Rainbow as an independent contractor.

IT IS AGREED that Contractor is highly skilled in all areas of service which Contractor has agreed to provide to the Client. Contractor will perform said skills with integrity, honesty and professionalism. Any problems or disagreements between the Client and the Contractor shall be immediately reported to Rainbow for mediation.

IT IS AGREED that the Contractor shall devote as much of [his or her] productive time, energy and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for Rainbow.

IT IS AGREED that Contractor will receive compensation for services in an amount that is decided on a project basis. All compensation agreements between Contractor and Rainbow are strictly confidential and shall not be disclosed to the Client. All questions relating to the Contractor's compensation, either by Contractor or the Client, shall be directed to Rainbow.

IT IS AGREED that Rainbow markets and solicits business from potential clients, arranges projects, manages projects, maintains client relations, manages invoices and billing on behalf of Contractor, manages collections, and issues payment to Contractor. For these and other services, Rainbow receives compensation from the Client.

IT IS AGREED that all information provided to Contractor is confidential information and shall be protected from disclosure to any outside party. Contractor is authorized to discuss details of the project only with Rainbow and the Client. Contractor acknowledges that during the engagement [he or she] will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Client and/or used by the Client in connection with the operation of its business including, without limitation, the Client's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with Rainbow and the Client. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Client, whether prepared by the Contractor or otherwise coming into [his or her] possession, shall remain the exclusive property of the Client. The Contractor shall not retain any copies of the foregoing without the Client's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Client, the Contractor shall immediately deliver to the Client all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control. The Contractor further agrees that [he or she] will not disclose [his

or her] retention as an independent Contractor or the terms of this Agreement to any person without the prior written consent of the Client and shall at all times preserve the confidential nature of [his or her] relationship to the Client and of the services hereunder.

IT IS AGREED that the Client is a client of Rainbow and all communication shall be directed through Rainbow as the project manager, unless specifically indicated by Rainbow. All email communication with the Client will be maintained through a Rainbow email address, which will be provided to the Contractor by Rainbow.

IT IS AGREED that all billing for time and expenses incurred shall be submitted to Rainbow, which will be forwarded to the client for payment. Rainbow sends invoices to the Client on the 21st day of each month, and all time sheets must be provided to Rainbow no later than midnight on the 20th day of the month. All time sheets submitted after midnight on the 20th of the month will not be paid until the following billing cycle. Rainbow pays invoices to Contractor upon receipt of payment by the Client, or no later than a Net 30 basis.

IT IS AGREED that Contractor will maintain detailed records of the time spent on projects. Rainbow bills all clients by the minute; therefore, Contractor is expected to maintain a detailed record of all time spent on each project. Rainbow shall be billed by the Contractor only for time actually spent on the project. Personal phone calls, breaks, etc. are off project and shall not be included in the time billed to the client. Contractor is a professional and shall maintain absolute integrity in the calculation of time spent on projects.

IT IS AGREED that any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Client; and the Contractor hereby assigns all right, title, and interest in the same to the Client. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by [him or her] in rendering duties to the Client are hereby licensed to the Client for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the Client to a wholly-owned subsidiary of the Client.

IT IS AGREED that Contractor is an independent contractor and is not an employee, partner, agent of, or joint venturer with Rainbow for any purpose. The Contractor is and will remain an independent Contractor in [his or her] relationship to Rainbow. Rainbow shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Rainbow hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contractor is responsible for liability insurance relative to any service that [he or she] performs for Rainbow. Should compensation from Rainbow exceed \$600 in any given year, Contractor will be provided with a 1099-Misc identifying said income.

IT IS AGREED that Rainbow will send a project summary to Contractor to notify of a new project matching Contractors skills and strengths. Upon receipt of said project summary, Contractor AGREES to immediately respond to Rainbow to either accept or decline the project. If Rainbow does not receive a response from Contractor within 24 hours, Rainbow reserves the right to reassign the project. Rainbow will only compensate Contractor for work performed if Contractor complies with this provision. One of the many values Rainbow provides to its clients is fast, premium service. In order to maintain this level of service, it is imperative that Contractor immediately communicate with Rainbow the intention to accept or deny each project.

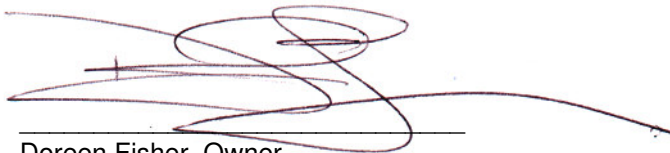
IT IS AGREED that Clients are clients of Rainbow and the Contractor will only accept projects from Clients through Rainbow. The Contractor will refrain from accepting any projects directly from Rainbow Clients for a period of eighteen (18) months from the final date on which Contractor is terminated or ceases to work with Rainbow on any and all projects.

IT IS AGREED that all of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Texas in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

The Contractor shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of Rainbow.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year written below. The parties hereto agree that facsimile signatures shall be as effective as if originals.

RAINBOW OUTSOURCING

By:  _____ Date _____
Doreen Fisher, Owner

Type or Print Name of Individual or Business

By: _____ Date _____
_____, Contractor