









i. Relationship of Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties, and the parties shall at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

j. Non-solicitation. During the period of Service to the Client by the Company and for the one year period immediately following the date of termination of Service, Client and Company shall not directly or indirectly solicit or induce each other's customers, clients, vendors, suppliers, employees or consultants to terminate its relationship with the Client or Company for the purpose of associating with any competitor, including each other, of the Client or Company or otherwise encourage such customers, clients, vendors, suppliers, employees or consultants then under contract to terminate its relationship with the Client or Company for any reason.

In the event the Client directly engages the Company's employees, contractors, contractors' personnel, or the Company's ex-employees, ex- contractors, or contractors' ex-personnel whose last employment or engagement with the Company was within 6 months, ("Company Personnel"), the Client agrees to pay the Company a conversion fee. This will be calculated as one-half of a hired candidate's total first-years total compensation as using the payment terms in Section 3 of this agreement. The same calculation will be used if the Client converts Company Personnel on a part- time basis using the full-time equivalent salary.

The Client also agrees to not refer Company Personnel for direct employment or business relationships with other companies or, alternately, the Client agrees to pay the conversion fee if Company Personnel conduct business or are hired or as a result of the Client's referral. The conversion fee is payable regardless of the employment classifications, including permanent, temporary (including permanent or temporary engagements through another company) or consulting basis within 24 months after the later of the date of the Company Personnel's introduction or interview with the Client or the last day of the Company Personnel's engagement with the Client

k. Arbitration; Litigation; Legal Fees. (i) Any controversy or claim arising out of or relating to the Agreement, or a breach of the Agreement, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall be conducted by a neutral arbitrator in San Jose, California, DSA; and shall be conducted in the English language. (ii) The arbitrator's decision will be final and binding on both parties. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction. (iii) In any judicial action between the parties to enforce any of the provisions of this Agreement or any rights of any party under this Agreement, regardless of whether such action or proceeding is prosecuted to judgment and in addition to any other remedy, the prevailing party shall be entitled to receive its attorneys' fees, court costs and other collection expenses from the other party, in addition to any other relief the prevailing party may receive.

l. Acknowledgement. Client acknowledges that Client has read and understands the Agreement, that it constitutes the entire and exclusive Agreement between the parties and that it supersedes all prior communications, negotiations, representations and proposals, written or oral between the parties. Its terms cannot be modified, supplemented or rescinded except by Agreement in writing signed by both parties. Neither party shall be bound nor liable to the other party for any representation, promise of inducements made by any agent person in the other's employ, which is not embodied in this Agreement. In the event of any discrepancy or inconsistency between this Agreement any other form, other than the Appendices, used either party in concession herewith, the terms of this Agreement shall govern.

m. Counterparts; Faxed Signatures. The Agreement may be executed in several counterparts, all of which shall constitute one agreement. Any legible signature of a party contained in a facsimile transmission from such party shall be deemed an original signature for all purposes.